

#### **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

REGION 6 1445 ROSS AVENUE, SUITE 1200 DALLAS TX 75202-2733

OCT 0 4 2016

CERTIFIED MAIL: RETURN RECEIPT REQUESTED, #9590 9401 0007 5205 8869 49
GENERAL NOTICE LETTER
URGENT LEGAL MATTER - PROMPT REPLY NECESSARY

Higman Marine Service c/o Higman Services Corporation CT Corporation System Registered Agent for Higman Services Corporation 5615 Corporate Blvd, Suite 400B Baton Rouge, Louisiana 70808



Re: SBA Shipyard Superfund Site, Jennings, Jefferson Davis Parish, Louisiana; CERCLIS #: LAD008434185; General Notice Letter

Dear Madam/Sir:

The purpose of this letter is to provide Higman Marine Service (hereinafter is referred to as "Higman Marine Service" "you" or "your"), with written notice of your potential liability at the SBA Shipyard Superfund Site ("Site") located in Jennings, Jefferson Davis Parish, Louisiana Information available to the U.S Environmental Protection Agency ("EPA" or the "Agency") indicates that Higman Marine Service may be responsible for the cleanup or costs of cleanup of the contamination found at the Site under the Comprehensive Environmental Response, Liability, and Compensation Act ("CERCLA")

Under CERCLA, the EPA is responsible for responding to the release or threat of release of hazardous substances, pollutants or contaminants into the environment – that is, for stopping further contamination from occurring and for cleaning up or otherwise addressing any contamination that has already occurred. The EPA has documented that such a release or threat or release has occurred at the SBA Shipyard Superfund Site. The EPA has spent public funds to investigate and control releases of hazardous substances or potential releases of hazardous substances at the Site.

#### **Explanation of Potential Liability**

Under Sections 106(a) and 107(a) of CERCLA, 42 U.S.C. §§ 9606(a) and 9607(a), potentially responsible parties ("PRPs") may be required to perform cleanup actions to protect the public health and welfare or the environment. PRPs may also be responsible for costs incurred by the EPA in cleaning up the Site. PRPs include current and former owners and operators of the Site, as well as persons who sent or transported hazardous substances to the Site for disposal or treatment or who arranged for the disposal or treatment of hazardous substances at the Site.

Based on the information collected, the EPA believes that Higman Marine Service may be liable under Section 107(a) of CERCLA, with respect to the SBA Shippard Superfund Site, as an arranger, who by contract or agreement, arranged for the disposal, treatment, or transportation of hazardous substances at the Site.

#### Site History

The Site is situated on approximately 98 acres of land located in a rural-industrial area at 9040 Castex Landing Road, Jennings, Jefferson Davis Parish, Louisiana 70546. The Site is within Section 19 of Range 2W, Township 105 and is located at the end of Louisiana Highway 3166) which is on the west bank of the Mermentau River. The Site is approximately four miles southeast of downtown Jennings and two miles southwest of the village of Mermentau. The Site is bordered to the north by residents, south and west by wetlands, and east by the Mermentau River and wetlands.

The Site primarily consists of two separately-owned parcels of property, one southern and one northern. The southern and northern properties are generally divided by a property line that runs just north of the large barge slip Suzanne Smaihall Cornelius, (heir of Louis Smaihall, principal of SBA Shipyards, Inc.) and SBA Shipyards, Inc (now inactive) own the southern property, which historically was operated as a barge cleaning operation. Bunge Street Properties, LLC, f/k/a Leevac Shipyards, Inc., owns the northern property, which historically was operated as a vessel construction and repair operation.

SBA Shipyards, Inc. ("SBA") began operations at the Site on about 1965. Initially, it performed vessel construction and repair operations on what is now the northern parcel. In the 1970s, SBA constructed the graving dock on the northern parcel and dredged the barge slip and constructed the barge cleaning facility on what is now the southern parcel. Leevac Shipyards, Inc. ("Leevac") entered into a lease with option to purchase for the northern vessel construction and repair facility with SBA in 1993. Leevac operated vessel construction and repair operations on the northern parcel beginning in 1993. Leevac then exercised its option to purchase in 1998 and acquired the northern parcel at that time and continued its operations. SBA continued to operate its barge cleaning operations on the southern parcel up until approximately 2006, when Mr. Smailhall died.

Vessel construction and repair utilized two launch slips with on-land rails to haul and launch vessels and eventually a graving dock with a moving gate where a vessel could enter and the dock de-watered to allow construction and repairs on dry land. Both SBA and Leevac activities included sandblasting, cutting and painting, as well as fabricating and repairing vessels. Barge cleaning operations were conducted by SBA only on the southern parcel. SBA converted a small barge placed on land adjacent to the barge slip into its "boiler barge," which it used to generate steam for use in cleaning barges and it also served as the barge cleaning control room.

SBA cleaned barges and other vessels that had contained as last cargos a variety of materials, including, but not limited to acrylates, asphalt, carbon tetrachloride, coal tar, coke oven tar, carbon black, carbon oil, , caustic soda, creosote, cumene, black oil and black oil slop, bunker crude, diesel fuel, heavy grease, waste water, ethyl acrylates, kerosene, lube oil, methanol, number 6 oil , rust, scale, styrene, sour gas oil, soy bean oil, sulphuric acid, tallow, and vinyl acetate.

SBA used a large partially buried barge, as well as above-grade tanks constructed from cut-up barges, to store liquids, sludges, solids and other materials during the barge cleaning process. SBA also constructed and used an unlined surface impoundment called the Oil Pit to store liquids, sludges, solids and other materials. Aside from the Oil Pit, SBA used three other unlined surface impoundments, called Water Pits 1, 2 and 3, to receive wastewater, sludges and solids from the barge cleaning process.

In December 10, 2002, EPA entered into an Order and Agreement for Interim Measures/Removal Action (IM/RA) of Hazardous/Principal Threat Wastes at SBA Shipyards, Inc., Docket No RCRA-6-2002-0908, pursuant to RCRA Section 3008(h) ("2002 Order/Agreement") with SBA and SSIC Remediation, LLC ("SSIC"), an entity formed by certain former customers of SBA's barge cleaning operations to conduct this work. Interim removal activities were conducted from March 2001 through January 2005 under the 2002 Order/Agreement. Interim removal activities consisted of the removing, solidifying, and recycling and/or disposing off-site the waste in the Oil Pit and Water Pit 2 and then over-excavation of the Oil Pit and Water Pit 2; removal and scrapping of above ground storage tanks; draining and refilling of Water Pit 3; removing all pumpable materials from the partially buried barge and disposing those materials off-site, then welding shut all hatches to that barge; and surface scrapping of all visible materials from a former land treatment unit (FLTU). By letter dated February 24, 2006, EPA Region 6's RCRA branch reviewed and approved the completion report of the IM/RA activities and concluded that the completion report fulfilled the 2002 Order/Agreement. The IM/RA, however, was intended as an interim response; hazardous substance remained onsite after the IM/RA.

In October 2012, the U.S. Coast Guard and the LDEQ responded to a reported release at the barge cleaning portion of the Site from an attempt to scrap the "boiler barge" and the partially buried storage barge by parties contracted by the owner of the southern portion of the Site. During 2014 to 2015, EPA conducted a CERCLA emergency removal action and an Oil Pollution Act of 1990 removal action after LDEQ reported barge scrapping activities and releases of visible liquids at the Site.

Between December 2012 and September 2014, EPA conducted a preliminary assessment, site inspection, and expanded site inspection. As part of EPA activities, the Agency conducted sampling activities at the Site. During those site activities, EPA sampling documented releases or threats of releases of hazardous substances in the subsurface and groundwater of the Site, the Mermentau River, and wetlands surrounding the Site. Numerous hazardous substances were identified at the Site including petroleum hydrocarbons, numerous polycyclic aromatic hydrocarbons, dioxins/furans, metals, and volatile organic compounds. Petroleum and non-petroleum substances found at portions of the Site are or were comingled.

#### Information to Assist You

The EPA would like to encourage communication between you, other PRPs, and EPA at the Site. The EPA is in the process of negotiating a remedial investigation/feasibility study administrative settlement and order on consent ("ASAOC") for the Site with some of the potentially responsible parties. If you'd like to discuss the opportunity to join this ongoing settlement, please contact counsel representing the group of potentially responsible parties below within 30 days of receipt of this Notice Letter:

Michael A. Chernekoff
Partner
Jones Walker LLP
1001 Fannin St., Ste. 2450
Houston, Texas 77002
(713) 437-1827
mchernekoff@joneswalker.com

SBA Shipyard Superfund Site General Notice Letter

We encourage you to give this matter your immediate attention and request. The EPA plans to finalize the ASAOC after the 30-day response period for this General Notice. If you choose not to join the ongoing settlement discussions or pursue other options to satisfy your potential liability with the EPA, the EPA will evaluate enforcement options, including issuing special notice letters to all potentially liable parties known to the EPA at that time.

Also included in this letter to assist you are: the evidentiary documents as Enclosure A; the Small Business Resource Fact Sheet as Enclosure B, and the parties receiving this letter as Enclosure C.

#### Financial Concerns/ Ability-to-Pay Settlements

The EPA is aware that the financial ability of some PRPs to contribute toward the payment of response costs at a site may be substantially limited. In accordance with Section 122(g)(7) of CERCLA, 42 U.S.C. § 9622(g)(7), the EPA will review financial information that you submit in order to determine whether you have an inability or a limited ability to pay response costs incurred at the Site. As part of this review, the EPA will take into consideration your overall financial condition and demonstrable constraints on your ability to raise revenue. Based upon the financial information that you may submit, EPA will determine whether it can qualify for a reduction in the settlement amount and/or an alternative payment method within the meaning of Section 122(g)(7) of CERCLA, 42 U.S.C. § 9622(g)(7).

If you believe that you qualify for a reduction in any settlement amount and/or alternative payment amount under the criteria described in the paragraphs above, please contact M1. Talton, at 214-665-7475 for information on "Ability to Pay Settlements." In response, you will receive a package of information about the potential for such settlements and an information request for your relevant financial information, and you will be asked to submit financial records including business federal income tax returns. If the EPA concludes that you have a legitimate inability to pay the full amount of the response costs, the EPA may offer a schedule for payment over time or a reduction in the total amount demanded from you.

Also, please note that because the EPA has a potential claim against you, if your financial status changes in any significant way, e.g., filing for bankruptcy, you must include the EPA as a creditor. The EPA reserves the right to file a proof of claim or an application for reimbursement of administrative expenses.

#### Resources and Information for Small Businesses

As you may be aware, on January 11, 2002, President Bush signed into law the Superfund Small Business Liability Relief and Brownfields Revitalization Act. This Act contains several exemptions and defenses to CERCLA liability, which we suggest that all parties evaluate. You may download a copy of the law at <a href="http://www.gpo.gov/fdsys/pkg/PLAW-107publ118/pdf/PLAW-107publ118.pdf">http://www.gpo.gov/fdsys/pkg/PLAW-107publ118/pdf/PLAW-107publ118.pdf</a> and review the EPA guidances regarding these exemptions at <a href="http://cfpub.epa gov/compliance/resources/policies/cleanup/superfund/">http://cfpub.epa gov/compliance/resources/policies/cleanup/superfund/</a>.

The EPA has created a number of helpful resources for small businesses. The EPA has established the National Compliance Assistance Clearinghouse as well as Compliance Assistance Centers which offer various forms of resources to small businesses. You may inquire about these resources at <a href="http://www.epa.gov/compliance/compliance-assistance-centers">http://www.epa.gov/compliance/compliance-assistance-centers</a>. In addition, the EPA Small Business Ombudsman may be contacted at <a href="http://www.epa.gov/resources-small-businesses/forms/contact-us-about-resources-small-businesses">http://www.epa.gov/resources-small-businesses</a>. Finally, the EPA has developed a fact sheet about the Small Business Regulatory Enforcement Fairness Act (SBREFA) and information on resources for small businesses, which is enclosed with this letter as Enclosure B and available on the Agency's website at <a href="http://www.epa.gov/compliance/small-business-resources-information-sheet">http://www.epa.gov/compliance/small-business-resources-information-sheet</a>.

Thank you in advance for your cooperation. We look forward to working closely with you in the future. If you have any questions regarding the notice or any of the documentation included, please contact Mr. Talton at 214-665-7475 or talton.chuck@epa.gov. Questions concerning legal matters should be directed to the EPA site attorney, Ms. I-Jung Chiang, at 214-665-2160 or chiang.i-jung@epa.gov. Thank you for your attention to this matter.

Sincerely yours,

Ben Banipal, P.E., Branch Chief Technical and Enforcement Branch Superfund Division

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#### **Enclosures:**

A Evidentiary DocumentsB Small Business Resource Fact SheetC Parties Receiving General Notice letter

#### CC:

Higman Marine Service c/o Higman Services Corporation Attn: Legal Department 1980 Post Oak Blvd., Suite 1101 Houston, Texas 77056

## **ENCLOSURE A**

## SBA SHIPYARD SUPERFUND SITE JENNINGS, JEFFERSON DAVIS PARISH, LOUISIANA GENERAL NOTICE LETTER

## **EVIDENTIARY DOCUMENTATION**

Invoices and/or Marine Chemist Certificates

MEMBERS
MARINE CHEMIST'S ASSOCIATION

### MARINE CHEMISTS, INC. of TEXAS

P. O. Box 3602

(713) 832-6409 — 866-4822 — 866-2579 — 866-4223 BEAUMONT, TEXAS 77704 CERTIFICATED CHEMISTS N F P A
W. B. HATAWAY, NO. 537
J. T. ARRINGTON, No. 588
K. L. MERCER, No. 577

## MARINE CHEMIST'S CERTIFICATE

SBA DOCK

LOCATION

SURVEY REQUESTED BY

SURVEY REQUESTED BY

7-15-78

1-15-78

TOWNER OR AGENT

TOWNER OR AGENT

TEST METHOD

TIME OF COMPLETION

816-7

LAST CARGO

CERTIFICATE NO.

Clean AND gas

Inspection and air tests show the following:

(Fore & Alt)

Shifting of vessel within shipyard permitted Yes\_\_\_\_No\_\_\_

Cargo Cines: Drained. Values are now closed. Not note to hit and Cargo Tks: 1-2P - Clema AND gas free with water bottom. Safe for Men.

AND fire with blower in work the

725, #3 PNS, #14 FNS - generally clean AND
gres free with some scattered growy
spots. Sate for trot work with
firewatch AND blower in work the Wipe
in way of work.
#2 PNS. Clean a gas free Sate for het work will the

In the event of any physical or atmospheric changes affecting the gas-free condition of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned.

#### Qualifications

Transfer of ballast or manipulation of valves or closure equipment tending to after conditions in pipe lines, tanks or compartmente subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or reissue of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

Standard Safety Designations

SAFE FOR MEN. Means that in the compartment or space so designated: (a) The oxygen content of the atmosphere is at least 18.0 percent by volume; and that, (b) Toxic materials in the atmosphere are within permissable concentrations; and (c) in the judgment of the Marine Chemist, the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

SAFE FOR FIRE. Means that in the compartment so designated: (a) The concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (b) in the judgment of the Marine Chemist, the residues are not capable of producing a higher concentration than permitted by 1-5.2 (a) under existing atmospheric conditions in the presence of fire and while maintained as directed on the Marine Chemist's Certificate; and further, (c) All adjacent spaces have either been cleaned sufficiently to prevent the spread of fire, are satisfactorily inerted, or, in the case of fuel tanks, have been treated as deemed necessary by the Marine

SAFE FOR SHIPBREAKING. Means that the compartment so designated: (a) Shall meet the requirements of 1-5.1; and, (b) in the judgment of the Marine Chemist, the residual conbustible materials designated are not capable of producing fires beyond the extinguishing capabilities of the equipment on hand; and, (c) All adjacent compartments or spaces shall meet the requirements of 1-5.2 (c).

Chemist's Endorsement

This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with the Standard For the Control of Gas Hazards on Vessels to Be Repaired, adopted by the National Fire Protection Association, and have found the condition of each to be in accordance with its assigned designation.

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

Signed ... T. Aungton

Marine Chemist Cert. No.

The undersigned shippard representative acknowledges receipt of this Certificate and understands the conditions and limitations under which it was issued.

Shipyard Representative Title Date Time

P. O. BOX 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

Tank Barras S-2012 and / and	٦	INVOICE NO. 10-9
Tank Barge S-2012 and/or Owners and/or Charterers Higman Towing Co. P.O. Box 908		ORDER NO. W.O. # 334
Orange, Texas 77630		DATE Oct. 17, 1978 19
1		P D NO

Net Cash

#### RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract; in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice for repairs requested or req'd by U.S.C.G. and Mr. Granger as follows: As per Attached Sheets.

Total labor and materials. 4% State & Parish Taxes Invoice Amt.

\$ 79,856.00 3,194.24 \$ 83,050.24

By hours his achael

## W.O. # 334

## 10/17/78

Tank Barge S-2012 and/or Owners and/or Charterers Higman Towing Co. P.O. Box 908 Orange, Texas 77630

oxygen and gas.

Invoice for repairs requested or req'd by U.S.C.G. and Mr. Granger

	oice for repairs requested or req'd by U.S.C.G. and Mr. Grange follows:	er
1.	Pump water from Vessel to dry dock and necessary cleaning to do hot work in main tanks, cut holes and wash rake tanks, 136 man hrs. @ \$14.00 per hr. \$	1,904.00
2.	Furnish gas free Certificate reinspections.	145.00
3.	Furnish assistant and grinder for (380) Soni Ray internals, test plate, guages, and record guaging, burn test holes required by U.S.C.G. 33 man hrs. @ \$14.00 per hr.	462.00
	Soni- Ray guaging and materials.	473.00
4.	Dry dock 265' Tank Barge, shift on dock to weld under black spots and return to water after repairs complete.	
	66 man hrs. @ \$14.00 per hr.	924.00
5.	14 lay days to complete repairs and testing \$90.00 per lay day.	1,260.00
6.	Renew electrical wiring on deck of Vessel requiring 250' of 3/4" regid conduit. conduit elbows, unions, strip, boxes and covers, 350' of DSGA-9 cable.	
	Supply from our stock. 120 man hrs. @ \$14.00 per hr.	562.00 1,680.00
7.	Ecology bar around primeter of Barge 9" x 3/8 x 512' with bracing bracket and 512' of 5/8 round bar cap, approx. 6,798# plate and round bar, rods, and gas. 318 man hrs. @ \$14.00 per hr.	1,653.00 4,452.00
8.	Steel work, bottom, knuckles and internals.  1 pc. 2' x 20" x 5/8" stb. corner knuckle plate.88#  3 - pc - 6'-3" x 4' x 3/8" bottom plt. stb. 1157#  1 - pc. 11' x 6' x 3/8" bottom plt. port 1110#  1 pc. 13' x 6'-6" x 3/8 center line bottom stb. 1313#  1 - pc. 26'-6" x 12' x 3/8 center line bottom port 4039#  1 - pc. 40' x 6'-6" x 3/8 bottom port 4039#  1 - pc. 20'-7" x 6'-4" x 3/8 bottom port 2027#  1 - pc. 90'-7" x 6' x 3/8 bottom port 8326#  1 - pc. 16' x 4' x ½" transion kunckle port 1306#  1 - pc. 174' x 32" x ½" knuckle port 9584#  1 - pc. 174' x 6" x 4" x 3/8" angle port knuckle. 2140#  14- pc. 12" x 12" x 3/8" bkts. port & Stb. 107#  1 - pc. 174' x 6" x 4" x 3/8" knuckle angle stb. 2140#  1 - pc. 16' x 4' x ½" transion knuckle stb. 1306#  1 - pc. 16' x 4' x ½" transion knuckle stb. 1306#  1 - pc. 8" x 8" x 3/8" bottom patch wash hole. 10#  Total plate ans structural bottom and knuckle	2 <u>1#)</u> \$ 35,85
	oxygen and gas.	12,326

\$ 35,854.00

12,326.00

8.	Test 10 main tanks and rake tanks. 65 man hrs. @ \$14.00 per hr. labor and materials.	\$	910.00
9.	Bottom seam and butt, sand blasting and rewelding 1422 len feet @ \$3.00 per len ft. labor and materials.		4,266.00
10.	<ol> <li>Have U.S.C.G Bi annual and dry docking inspections.</li> <li>Remove P/V valves to shop, clean and reinstall with new nipples and collars.</li> <li>Signs, draft marks, screens, hatch gaskets, remote shut down.</li> <li>Remove power unit to sand blast and paint deck fabricate new plate cover for same.</li> <li>Remove fuel tank, gas free, weld insert per U.S.C.G.</li> <li>Replace 24" x 24' x 3/8" deck insert where hole, blasted under box on deck.         106 man hrs. @ \$14.00 per hr. labor Materials. cost Item #10</li> </ol>		1,484.00 376.00
11.	100 gal. Diesel fuel put in tank.		38.00
12.	Sand blast to bright metal all of main deck, deck fixtures and outfitting, coat with owners paint, with white band. 746 man hrs. @ \$14.00 per man hr. labor. Sand and thinner, supplies. Total labor and materials. 4% State & Parish Taxes Invoice Amt.	\$ \$	10,444.00 643.00 79,856.00 3,194.24 83,050.24

## TANK BARGE S-2012 TESTED CARGO PIPE

DECK HEADER:

TO 150 P.S.I.

10/2/78

Jules Murray Repair Supt.

9118118 SBA. Saying ords Anc. 1 W.O. # 334-19 N. K BARde 5-2012 and 60 owners and low charters - Hyman lowing Co Orango Texas.
Repairs required, Orydoclong
Buannel UCG requirements 1. Open Vissel Fox. Chement, Pump water from food lawbs when a doctoris - 92 man by 6. 14 00 look - 308 00 2. Open Free Chemist Certificate - #135 20 3. Franks Blowers, light, grunder and apestance to Some gunge Borge as Per Mr. Granger Instructions
Furnish Central testing Employeean as
Instrument - Aproll- 372. Shats - I
Ory dock 365 . Vessel. and undoch when repairs and letting Complete - Shift on dozl & faint of 927.00 Estimated 12 laydays to Complete property Pariting and testing 690 1080
Steel work required as follows Bettom Bilge Knuckle-Part Side. 174'x32"1/2" } Former. StB. Sil 174 x 32" y 1/2" (21.15) Transion Knick P/s. 3231# 4 Ballon Plate renusala. 1- Plate 6'-6" X 26' X %

5. #2 Carpo tout Port

1. Plate 6.6" x 42' x 8 plate 4241"

1. Plate - 6.6" x 8' x 8 Plate 888" 1. Nate 6'-6' X8' X 8 Plate 888" 1. Male 6'-6" V24' X 8 plate (2424) 1. Plate 6-6" x16' x 8 plate (1616) # 3. Carago tarely Port-1- Plate 6'-6" X48' X % 1- Plate - 6'-6' × 8' × 3'8 (888") # 4- Port - Cargo Tank 1- Dlate - 6'-6" x8 x 36 (888") Battery Plate. #1. StO\_tarel 1- Plate 6-6" ×48" × 36 = (4847) I 2- St B. tanks 1- Plate 6:648' x 3/8 : 888# 1- Plate 6:648' x 3/8 (888# 1- Mat 6:648' x 3/8 (888# #3. StB. Tank 1- Plate 6'6" V8' Y 8 (888) Tetal. Plate & Trudurd 2 tem 5 - 52, 974 & 10 hb, h +14 58,271,00 6- Ecology Bor wind Premite of Borge 9" x 500 x 38 plate with Brackets and 8" Round Bor Cop - # 7000 Plate \$ 600 P.B. L&M -> 7600 Ruhe tauls - 12 @ 80 = luch - 960

8. Sand Blast and revell aprox 1760 lu fect, one and two Poss willing - 3300 Reford.

Listy - 5280 2 

US COJ. Inspection, requirements

Signis. dropt Morbs, reports

Mach rods (10) - Install New Boll & Nuls and gospets on Bitter world Hotches Pernous PV Check remote sheet down 10. Soul Mot and Paint Vessel-Siles Bellow and new ends to look - Bright metals, Cool for Eporty - Frit. 4454 4459 -Dech and dech fettings -3 miles Int. morganic Tints - Es and 6 mile - High Brild Epsty Int. 4417 4414 - 1: White Bandincluded Estimated 37, 133 Sq Feet. Of 95t Peu Sq Foot 35,274.00

Summer will furnish all Paint - \$712, 209.00

Show Furnish Costungs 
Price will be \$1.10 point Foot of 500
or - \$740,846.

5\_2012 (88k) 1-P 24120 x 518 BTB. Come Karle (157) 1 6-3" x 4 x 3/4 Batter PL 5/B 1- P. 11- x 6' + 3/9 Barger Pe Part (100) x/
13' x 6'-6" x 3/9 PL CL Barter 570 (1313) 1-P 1-P 4884 26'-6" × 12 × 319 CL Part and 570. 1-P 40397/ 40 x 6.6" +318 Baren Part 1-P (2027) 20' 7" × 6' 4" × 3/9 Baren Part - P 83264) - P. 16 0" × 4" × 2" Trans / (3200);

17 4 × 32" × 2 / mile Part (9584);

17 0' × (4"×6" × 314) × 12:3" part (20919);

12" × 12" × 314 Book F 12 1- P (9584) -p (20919/ '- P. 12" x 12" x 314 Brakt Part and 573 (107") 4-P (9584#)/ 174 x 32" x = 12 he 57 B. (9584) 174 x (4" x 6" x 318) LX 123 5 FB (2140") 1-P-1-12 16'-0" + 4' + 4" Troug Known 5 70 (1806) 1-p-8" x 8" Patch ber work Het in 5 xc that 5 12 4 9 4 3/4 Banda Bar ( 6267) 5329 V 512 X 5/8 R.B. 512 X 1.04 ( 294#) 5329 V - Paris - P 30-P-1- P. + 4 + 3/11 Pl for " " " " (58) *1 /-*6' x 2" x & F & for Cay in RAC (55,292) 14221 Redd. - x3.50

MARINE CHEMISTS, INC. OF TEXAS O. Box 3602 Becument, Texas 77704 P. O. Box 3502 886-4822, 866-4223 N. B. Hataway 537 90, 1. Marons 579

Last Three (3) Cargoes

W. Q 1078

SERIAL NO. 1) 74932

MARINE CHEMIST CERTIFICATE

SHIDYARD Vessel Owner or Agent SRA MERMENTAU Vessel DIZAGER TURE Specific Location of Vessel LACK OIL

ALL CARGO TANKS (1-5745) LESS TAM ZDDM BENZENE ENTER WITH RESTRICTIONS ZHREWO MASK. 14 HRS/DAY USING HALFMASK + ORGANIC CARTRIDGE RESPIRATOR. AIR VENTIBATION REQUIRCS IN WORK TANK (MIN. 500 CFM) SAFE FOR HOT WORK

PREVIOUSLY AIR BLOWN. STEAM COICS

OPENED DRAINED CLOSED. CARGO LINES

DEED WELL DUMD CLOSED.

FORWARN & AFTER RAKES

SAFE FOR WORKERS SAFE FOR HOT WORK A 12 VENTILATION REQUIRED IN WORK TANK (MIN. 500EFM)

In the event of any physical or atmospheric changes adversely affecting the STANDARD SAFETY DESIGNATIONS assigned to any of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned Marine Chemist.

QUALIFICATIONS: Transfer of ballast or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or reissue of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

STANDARD SAFETY DESIGNATIONS (partial list, paraphrased from NFPA 306 Subsections 1-6.1 through 1-6.4, and Subsection 5-3.2).

SAFE FOR WORKERS: Means that in the compartment or space so designated: (a) the oxygen content of the atmosphere is at least 19.5 percent by volume; and that, (b) toxic materials in the atmosphere are within permissible concentrations; and that, (c) the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

NOT SAFE FOR WORKERS: Means that in the compartment or space so designated, the requirements of Safe for Workers have not been met.

SAFE FOR HOT WORK: Means that in the compartment so designated: (a) oxygen content of the atmosphere is at least 19.5 percent by volume, with the exception of inerted spaces or where external hot work is to be performed; and that, (b) the concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (c) the residues are not capable of producing a higher concentration than permitted by (b) above under existing atmospheric conditions in the presence of fire, and while maintained as directed on the Marine Chemist's Certificate; and further, that, (d) all adjacent spaces containing or having contained flammable or combustible materials have been cleaned sufficiently to prevent the spread of fire, or are satisfactorily inerted, or, in the case of fuel tanks or lube oil tanks, or engine room or fire room bilges, have been treated in accordance with the Marine Chemist's requirements.

NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the flammable cryogenic liquid carrier so designated: (a) have been tested by sampling at remote sampling stations, and results indicate the atmosphere tested to be above 19.5 percent oxygen, and less than 10 percent of the lower flammable limit, or (b) are inerted.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 306 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

"The undersigned acknowledges receipt of this Certificate under Section 2-3 of NFPA 306 and understands conditions and limitations under which it was issued."

Signed

20M-4-86

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

NOTE: THIS CERTIFICATE IS VALID ONLY ON MARINE VESSELS

CUSTOMER COPY

Printed in U.S.A.



JENNINGS, LOUISIANA 70546 PHONE (318) 824-1519

TANK BARGE TC25		T INVOICE	No
and/or owners and/or Higman Towing Compan		WORK C	PRDER NO. 1078
P.O. Box 908 Orange, TX 77630	7	DATE	July 15 <sub>19</sub> 88
L Attention: Mr. John	LaBarde	P. O. NO	#31273

#### RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract; in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, fort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

WE INVOICE YOUR ACCOUNT FOR REPAIRING YOUR TANK BARGE AS PER YOUR INSTRUCTIONS AND AS PER ATTACHED SHEET -- \$15,564.00 6% SALES TAX, STATE & PARISH -933.84 INVOICE AMOUNT DUE - - \$16,497.84 TANK BARGE TC 25 and/or owners and/or charters Higman Towing Company P.O. Box 908 Orange, TX 77630

Attention: Mr. John LaBarde

## INVOICE FOR REPAIRS AS AUTHORIZED

1.	Ventilate barge. Furnish gas free chemist certificate \$ 275.00
2.	Dry dock 265' vessel. Undock after inspection and sonic guaging 1,060.00
3.	Furnish and install approximately 250' of conduit and wiring, owner furnished, and receptical for lights. 1 AFT and 2 FWD, as directed 1,800.00
4.	Assist with Sonic guaging. Crane and operator
5.	Furnish and install approximately 580' of 8" x 11.5# channel. Spill Rail, with 6 one and one half inch stainless collars and plugs as directed L & M 5,088.00
6.	Internally coat FWD and AFT take tanks with owners material. Install drain in Pollution Box, Furnish 100 gal. of deisel for fuel tanks. Repair hinges on deck box, and other miscellaneous repairs 1,531.00
7.	Blast and apply owners coating. Primer and gray with white band around perimeter. All of deck including Light stands, Headers, coiling deck runs for steam coils, Bitts, chocks, etc. coat engine green.  Labor and equiptment. 2,450.00 900.00
8.	Air test tanks, and deck knuckle including rake ends. Pump 2' of water into #5 STB tank to test run pump. Pump water from tanks, open and clean pump well and dry tank. Furnish material and install Pins socket in STB Stern Rake as directed.  Labor, Materials and Equiptment. 2,500.00
	Total Labor and Materials, \$15,564.00
	6% State and Parish taxes required 933.84 (unless certificate of exemption furnished.)
	Invoice amount due \$16.497.84

Nº	1078	_	•	RDS, INC	•	WHITE-OFFICE BLUE-JOB GREEN-SMAIHALL
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2 1 90 6-29-88 Estimate For Repair to TC-25- as Requested By John. Bourdolon - Argman Town To Drange Tex HL. 409-746-3215-2750 1. QAS-Free Cont-2. Ory Doctoring - sendochring - after-Inspections - gunnon - Completed - te unduding Four lay Lay Lay 2 on does 1060 por Fur with & Install - Aprox. 250'2-Conduit & Wiring with Four Rept-1-9th #800 = 3- Fwd. For Running lights -Sonic gunging - Assestance with Grave an operator - gundning ig Regd- 160°C on - 1800 Per man hu Furnish & Install aprix. 510 lew feet of 8"- 10.5" I. Spell Rail armo. Clean out Hotcher and taul Frank uncluding Feel & Passe unt with 6 - 2" Coller and Plup # 5355"-, 954 Per LR L4 motured - 5088; Internal Coating Find & ofter Roke Toules - ourse will Fibrish Internal Costno -De l & Bottom. 3500 4-Side & Head top - 5909 3-BHdr-1/39-total 16:509-Internals 57740 4 Smid Sweep- Clean and Apply owner Of the total of the superior Coatry to- of 60% Ded & Firtury.

7000 Prest @ .354 per Sey FootWiss - -245000 8. Mass -Total Laba- Equepont & Malwals 690- State & Parish toxoz weles. Exemption Cort Furnish Total Bil Price > 11,864.00 712,00



P. O. BOX 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

TANK BARGE S-2014
and/or OWNERS and/or CHARTERS
HIGMAN TOWING COMPANY
P.O. Box 908
Orange, TX 77630

Attention: Mr. John LaBarde

INVOICE	NO. 9-1 (88)
WORK OR	DER NO. #1086
	September 6, 19 88

P. O. NO. .

#### RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or meterial is limited strictly to the proper replacement thereof.

In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, fort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

We Invoice your Account for work done to TANK BARGE S-2014, as follows:

 Shifting Vessel to Cleaning Plant, GAS FREE and clean vessel, -Safe for men, Safe for Fire, - to include Deck Boxes, Pump Well, and Pipe lines. Certificate issued at LEE VAC SHIPYARDS.

326 man hrs. @\$19.00 per man hr	
Boiler fuel, diesel for pumps, chemicals, flash light batteries	2,383.00
TOTAL Labor, Materials, & Equipment	\$8,577.00
(unless certificate of exemption furnished)	
TOTAL AMOUNT OF INVOICE DUE	\$9,091.62

Checked By 628 Strafe &

## SBA SHIPYARDS, INC. Work Order

WHITE-OFFICE
BLUE-JOB
GREEN-SMAIHALL
YELLOW-WAREHOUSE

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PREPARED BY:	- Laure	Dania	hail	DATE	s/s	6/88
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P. O. Box 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

TANK BARGE "S-2013" and/or OWNERS and/or CHARTERS,	INVOICE NO. 10-2*(88)
HIGMAN TOWING COMPANY P.O. Box 908	WORK ORDER NO. 1092
Orange, TX 77630	DATE 0ctober 20, 1988
Attention: Mr. John LaBarde	p. o. no3 <u>1638</u>

#### RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract; in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, fort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

We invoice your Account for work done to your Tank Barge as per instructions, as follows:

- Shift vessel to Gas Free facility. Gas Free and clean vessel, Safe for Men, Safe for Fire, - to include Rake Ends, Main cargo tanks, Pipe lines and Deep well. Steam, Heat, and Blow cargo Piping.
- 2. Gas Free Certificate - - Issued at LeeVac Shipyards.
  - 366 man hours @ \$19.00 per man hour
     \$ 6,954.00

     Diesel Fuel, Chemicals, Boiler Fuel, flash-light batteries, etc...
     2,806.00

     TOTAL Materials, Labor & Equipment
     \$ 9,760.00

     4% Louisiana State Sales Tax
     390.40

     2% Parish and School Board Tax
     195.20

     TOTAL AMOUNT DUE FOR THIS INVOICE
     \$10,345.60

Checked By

Nº 1092

## SBA SHIPYARDS, INC. Work Order

WHITE-OFFICE BLUE-JOB GREEN-SMAIHALL YELLOW-WAREHOUSE

PREPARED BY:\_ NAME OF VESSEL OR EQUIPMENT: DATE COMPLETED\_ DATE STARTED DATE BILLED INVOICE NO. WORK TO BE DONE: SPECIAL MATERIAL TO BE ORDERED: SUB-CONTRACTS-OUTSIDE WORK:

Nº 1092

## SBA SHIPYARDS, INC. Work Order

WHITE-DEFICE SLUE-10B GREEN-SMAIHALL YELLOW-WAREHOUS

	HULL No.
PREPARED BY:	DATE
NAME OF VESSEL OR EQUIPMENT:	
OWNER: CUST, OF	ORDER NO.
DATE STARTED DATE COMPLET	CETED
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WORK TO BE DONE:	
SPECIAL MATERIAL TO BE ORDERED:	
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SUB-CONTRACTS-OUTSIDE WORK:

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P. D. BOX 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

TANK BARGE H.T.Co.-2026 and/or OWNERS and/or CHARTERS,
HIGMAN TOWING CO.
P.O. Box 908
Orange, TX 77630

Attention: Mr. John LaBarde

INVOICE NO. 12-3 (88)

WORK ORDER NO. #1102

DATE December 20,
#31960

#### RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract; in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, fort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

 Invoice for Gas Freeing & Cleaning, your TANK BARGE H.T.Co.-2026, to include Cargo Piping & deep well. Pick up and bucket out approximately 60 BRLs of heavy products. Steam heated and blew Cargo Piping.

420 man hrs. @ \$19.00 per/man hour	\$ 7,980.00
Chemical, Diesel fuel for Equipment, Boiler fuel, & Clothing	Protective
Total Materials, Labor and Equipment	\$11,257.00
* 4% State Sales Tax	450.28
* 2% Parish and School Board Tax	225.14
TOTAL AMOUNT DUE FOR THIS INVOICE.	\$11,932.42

Part 200°

\* A Properly executed Certificate of Exemption will reduce your tax obligation to 1%

Checked By Robbing & S.

Nº 1102

## SBA SHIPYARDS, INC. Work Order

WHITE-OFFICE BLUE-JOB GREEN-SMAIHALL YELLOW-WAREHOUSE

			HULL No.
PREPARED BY:	- lacel		DATE_12-7-88
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P. O. Box 1386

JENNINGS, LOUISIANA 70546 PHONE (318) 924-1519

 TANK BARGE "HTCo2027"	7 INVOICE NO. 6-5 (89)
HEGMAN TOWING COMPANY	WORK ORDER NO. #1125
c/o LeeVac Shipyard P.O. Box 1190 Jennings, LA 70546	DATE
_	P. O. NO. <u>#81263</u>
	INVOICE DUE UPON RECEIPT

Attention: Mr. Gabe Marceaux RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract; in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, fort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

We Invoice your Account for work done to the Hegman Towing Company Tank Barge "HTCo.-2027", as you requested and instructed, and as listed below:

 GAS FREE and clean 20,000 barrel Crude-oil Barge, Safe for Men, Safe for Fire, to include picking-up and bucketing out heavy bottom residue, cleaning to include steaming and blowing pipe lines opening and cleaning pump well and checking rake ends and pollution boxies and cleaning the same.

2. Gas Free Certificate to be issued at LeeVac Shipyard.

Total Materials, Labor and Equipment ...... \$11,545.00

Don

Checked By Och Ding

Nº 1125

## SBA SHIPYARDS, INC. Work Order

WHITE-OFFICE BLUE-JOB GREEN-SMAIHALL YELLOW-WAREHOUSE

HULL No.\_\_

PREPARED BY:\_ NAME OF VESSEL OR EQUIPMENT: ewww.phecust. ORDER NO. DATE STARTED. DATE COMPLETED DATE BILLED INVOICE NO. WORK TO BE DONE: SPECIAL MATERIAL TO BE ORDERED: SUB-CONTRACTS-OUTSIDE WORK:



P. O. Box 1386 JENNINGS, LOUISIANA 70546 PHONE (318) 824-1519

TANK BARGE "HTCo-2028"
HIGMAN TOWING CO.
C/O LeeVac Shipyard
P.O. Box 1190
Jennings, LA 70546

WORK ORDER NO. #1132

DATE September 5, 19 89

P. O. NO. #81795

Attention: Mr. Gabe Marceaux

RED LETTER CLAUSE

INVOICE DUE UPON RECEIPT!

We contract only upon the following terms, applicable to every contract; in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, fort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

We Invoice your account for cleaning work done for the HIGMAN TOWING CO. Tank Barge "HTCo-2028, as per instruction, and as listed below:

- Shift Vessel to cleaning facility, GAS FREE and Clean barge, Safe for men, Safe for Fire, Including Rake Ends. Pipe linwa, pump well, deck header boxes, etc. Bucket products as required to clean.
- 2. GAS FREE Certificate will be issued at LeeVac Shipyard.

398 man hours at \$19.50 per man hour	\$ 7,761.00
Diesel for pumps and boilers, detergent, flash light batteries and rubber gloves.	3,365.00
Total Materials, Labor and Equipment	\$11,126.00
4% State of Louisiana sales tax due on in state repairs	445.04
2% Parish and School Board Tax due on repairs	222.52

TOTAL AMOUNT DUE FOR THIS INVOICE 100 \$11,793.56

Checked By

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Nº 1132

# SBA SHIPYARDS, INC. Work Order

WHITE-OFFICE BLUE-JOB GREEN-SMAIHALL YELLOW-WAREHOUSE

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PREPARED BY:	The same of the sa		11-20
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Or Aurent 5			
OWNER: 8 2 8			
DATE STARTED		DATE COMPLETE	
	DATE BILLED		INVOICE NO.
WORK TO BE DONE:			
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3 Call he	e Voc W	hew Barge	clean-
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<u> </u>		*	
SPECIAL MATERIAL TO BE ORDERED	D:		
	To A service a		
	- Annual medical and the second		
SUB-CONTRACTS-OUTSIDE WORK:			



P. O. Box 1386 JENNINGS, LOUISIANA 70546 PHONE (318) 824-1519

TANK BARGE "S - 2512", and/or OWNERS, and/or CHARTERS, HIGMAN TOWING COMPANY c/o Lee Vac Shipyards P.O. Box 1190 Jennings, LA 70546

Attention: Mr. Gabe Marceaux

INVOICE NO. \_ 11-5 (89) WORK ORDER NO. #1139 November 13. 1989 P.O. NO. #82603

RED LETTER CLAUSE

INVOICE DUE UPON RECEIPT.

We contract only upon the following terms, applicable to every contract; in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, fort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300.000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

We Invoice your Account for cleaning work done to your Tank Barge, the "S-2512", as requested by Lee Vac Shipyards, and as listed.

Shift the vessel to the cleaning facility, GAS FREE and clean, Safe 1. for men, Safe for Fire; to include the Pump wells, Cargo Piping, Deck Boxes and Rake Ends. Pick-up approximately 25 barrels of grease and wax. Rewash vessel, Steam and flush pipe lines. Wash mud from after rake tank. Bucket products from tanks to barrels and use a crain to remove the barrels from the barge.

> 462 man hours at \$19.50 per man hour \$9,009.00 Detergent, Boiler fuel, Flash light batteries and rubber 3,962.00 gloves. Total Labor and Materials \$12,971.00 4% State Sales Tax on Cleaning and Repair work 518.84 2% Parish and School Board Tax on Repair and Cleaning work 259.42 Total Amount Due for this Invoice \$13,749.26

Checked By

MOORE BUSINESS FORMS, INC.

Nº 1139

## SBA SHIPYARDS, INC. Work Order

WHITE-OFFICE BLUE-JOB GREEN-SMAIHALL YELLOW-WAREHOUSE

HULL No. PREPARED BY:\_ NAME OF VESSEL OR EQUIPMENT: CUST. ORDER NO. DATE STARTED DATE COMPLETED DATE BILLED. INVOICE NO. WORK TO BE DONE: SPECIAL MATERIAL TO BE ORDERED: SUB-CONTRACTS-OUTSIDE WORK:

MARINE CHEMISTS, INC. OF P.O. BOX 3602 BEAUMONT, T	3 7 A T	RINE CHEMIST CERTIFICATE
(409) 832-6409, 866-4822,	966-1222 10 9	0 - 0 0
W. B. HATAWAY 537 K. L. M		3
S C A S/y Survey Requested by	Vessel Owner or Agent	Z-21-90
HOLLY INDORE ZSII	TONE BARG	
	Type of Vessel	Specific Location of Vessel
Last Three (3) Cargoes	Tests Performed	L/BENZEWE 1:45PM Time Survey Completed
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ALL CARGO TANKS	1-1. DAS ASTTRUM-	CT OF DAIL OFFE
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FORWARD / AFTER R	A KZS	AFR FOR MORKERS
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	<u>β</u> .,	R VENT, (MIN. SOOCFA)
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In the event of any physical or atmospheric of the above spaces, or if in any doubt, imn	changes adversely affecting the STANDA	RD SAFETY DESIGNATIONS assigned to any
QUALIFICATIONS: Transfer of ballast or manipu	ilation of valves or closure equipment tend	ing to siter conditions in pine lines, tanks or compart.
ments subject to gas accumulation, unless spec for the spaces so affected. All lines, vents, he	cifically approved in this Certificate, require	s inspection and endorsement or reissue of Certificate appurtenances shall be considered "not safe" unless
otherwise specifically designated. STANDARD SAFETY DESIGNATIONS (partial list, paraple)		
SAFE FOR WORKERS: Means that in the compartment or s	pace so designated: (a) the oxygen content of the atmo-	sphere is at least 19.5 percent by volume; and that, (b) toxic materials ic materials under existing atmospheric conditions while maintained
as directed on the Marine Chemist's Certificate.		
NOT SAFE FOR WORKERS: Means that in the compartm ENTER WITH RESTRICTIONS: Means that in any compart time are as specified.		for Workers have not been met.  ade only if conditions of proper protective equipment, clothing, and
or where external not work is to be performed; and that, ib	i) the concentration of flammable materials in the atm	it least 19.5 percent by volume, with the exception of inerted spaces osphere is below 10 percent of the lower flammable limit; and that,
(c) the residues are not capable of producing a higher conce directed on the Marine Chemist's Certificate: and further.	entration than permitted by (b) above under existing atn that. (d) all adjacent spaces containing or having co	nospheric conditions in the presence of fire, and while maintained as
sufficiently to prevent the spread of fire, or are satisfactorily in the Marine Chemist's requirements.	nerted, or, in the case of fuel tanks or lube oil tanks, or e	ngine room or fire room bilges, have been treated in accordance with
NOT SAFE FOR HOT WORK: Means that in the comparts	nent so designated, the requirements of Safe for Hot	Nork have not been met.
sampling stations, and results indicate the atmosphere tes	ted to be above 19.5 percent oxygen, and less than 1	carrier so designated: (a) have been tested by sampling at remote 0 percent of the lower flammable limit, or (b) are inerted.
vessels and have found the condition of each to be in acci	ordance with its assigned designation.	g list are in accordance with NFPA 306 Control of Gas Hazards on
"The undersigned acknowledges receipt of this Certificate under Section understands conditions and limitations under which it was issued."	n 2-6 of NFPA 306 and This Certificate is based or issued subject to complian	n conditions existing at the time the inspection herein set forth was completed and is ce with all qualifications and instructions
sing Showing L	SRA 2-21-90 sin	(18) R Ho Days etc 27
Name Company	Date	Marine Chemist Conficate No.
20M-2-88	S CERTIFICATE IS VALID ONLY ON MA	Printéd in U.S.A.



P. O. BOX 1386
JENNINGS, LOUISIANA 70546
PHONE (318) 824-1519

TANK BARGE "S-2020 and/or OWNERS, and/or CHARTERS, HIGMAN TOWING CO. of Orange, Texas c/o LEEVAC SHIPYARD P.O. Box 1190 Jennings, LA 70546

INVOICE N	o. <u>3-2 (90)</u>	
WORK ORD	ER NO. #1156	
DATE	March 6,	19 <u>90</u>
P. O. NO. L	eeVac;P.O. #83	3306

#### RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract; in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, fort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

We Invoice your Account for cleaning work done to your Tank Barge, "S-2020", a  $264' \times 50' \times 12'$  tank barge, containing 10 cargo tanks and 2 rake tanks. Cleaning work done as listed below:

 GAS FREE and clean crude oil barge, to include the steaming of the pipe lines and pumps; Safe for Men, Safe for Fire. It was necessary to shovel and bucket out 10 barrels of paraffin wax. Re-wash the tanks.

160 man hours at \$28.00 per man hour, 2 Saturdays & 2 Sundays	\$ 4,480.00
200 man hours of Straight time, at \$20.00 per man hour	\$ 4,000.00
Detergent, chemicals, flash-lightbatteries, lights, diesel for the pumps and boiler fuel	\$ 4,020.00
Total Labor and Materials	\$12,500.00
4% Louisiana State Sales Tax on Repair work	500.00
2% Parish and School Board Tax on Repair work	250.00

TOTAL INVOICE AMOUNT DUE

\$13,250.00

Checked By DO Dugs In



JENNINGS, LOUISIANA 70546 PHONE (318) 824-1519

Γ	TANK BARGE "HOLLYWOOD 2511"	٦	INVOICE NO 3 - 4 (90)
	and/or OWNERS and/or CHARTERS HIGMAN TOWING CO.	v.	WORK ORDER NO1153
	P. O. BOX # 908 ORANGE, TEXAS 77630		DATE MARCH 8th 19
L	ATT: MR. JOHN LaBORDE	ك	P.O. NO. 34090

#### RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract; in the case of a vessel we have a lien upon the vessel for our bill; all time contracts are subject, without responsibility on our part, to delay in case of strike, labor difficulties, fire or causes beyond our control; or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and/or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Futhermore, we undertake to perform work on vessels and provide berth, warfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, fort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and/or indemnity and/or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

WE INVOICE YOUR ACCOUNT FOR REPAIRS TO HOLLYWOOD 2511

AS PER ATTACHED SHEET:

TOTAL LABOR AND MATERIAL- - - - - - - \$ 7,547.00

1% LOUISIANA STATE TAX- - - - - - - - - - 75.47

TOTAL INVOICE AMOUNT DUE- - - - - - - \$ 7,622.47

CHECKED BY

INVOICE 3-4 (90) WORK ORDER # 1153 DATE: MARCH 8, 1990 P.O.# 34090

TANK BARGE "HOLLYWOOD 2511 and/or OWNERS and/or CHARTERS HIGMAN TOWING CO. P. O. BOX 908 ORANGE, TEXAS 77630

## INSTRUCTIONS FOR REPAIRS AS AUTHORIZED BY YOUR FAX OF 3/1/90

1.	1/3 of combined gas freeing expense of \$ 14,662.00	\$	4,887.00
2.	Renew damaged deck knuckle in way of #5 stb. 1 pc 8' x 4' x 3/8" shaped knuckle plate., renew one 42" kevel. Test effected repair areasBlast and epoxy coat deck knuckle repairs. LABOR & MATERIAL		1,260.00
3.	Repair items for U.S.C.G. inspections; Repair P/S light stands, Renew ullage and hatch gaskets as required. Open and clean 14 P/V valves Prove emergency shut down for USCG. Repaint name, draft marks and hailing Port, signs as directed. LABOR AND MATERIAL		1,100.00
ų.	Air test #1 P/S cargo tanks to include Bulk Head, fwd void & deck knuckle. LABOR AND MATERIAL		200.00
5.	Reweld side shell fractures next to the upper Rub Bars and test side shell & deck knuckle.  LABOR AND MATERIAL		100.00
	TOTAL LABOR AND MATERIAL	\$	7,547.00
	1% STATE SALES TAX	<b>-</b>	75.47
	INVOICE AMOUNT DUE	\$	7,622.47

# SBA SHIPYARDS, INC. Work Order

WHITE-OFFICE BLUE-JOB GREEN-SMAIHALL YELLOW-WAREHOU

WO = 1153

Carlot San	
REPARED BY:	DATE 2-12-90
NAME OF VESSEL OR EQUIPMENT:	V/C DERGE C HOllywood 251
milly ourses a	How when the state wall to
OWNER:	PO PONT 40 CUST, ORDER NO. JOHN LETET
DATE STARTED CONOMINATION	H. 7763 GATE COMPLETED
	E BILLED INVOICE NO.
	BILLED SINVOICE NO.
WORK TO BE DONE:	
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4 Glad in	- ( 15 Air (a) (a) 1 1 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.
SPECIAL MATERIAL TO BE ORDERED:	

HOLLY WOOD 2511	FEB. 2, 1990
SBA_SHIPYARD	and the second s
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1. GAS FREE L&W	14,262 =
2. GAS FREE CERTIFICATE	3000
3. SHIFTING	100 00
A. DRV DOCK	
* 5. STERN VOID	
A. CROP OUT AND RENEW ! PC	
7' X 72' 5" X "2" PLATE	1\$m- 3978
B. INTERNALS	
C. AIR TEST VOID	70
D. SAND SWEER AND PAINT I	
EPOYY ON NEW KNUCHLE &	
6. WELD (2) SMALL AREA ON	
STERN VOID	
7. REWELD BILDGE FINACHLE COI	
8. STRB SIDE BILDGE HAU Q#5	REWEID 14 A Tol
9. REWELD (2) PORT RUB PAOS A	
10 REWELD (2) PLACE ON PORT	· ·
APPRU 16" LONG,	41.0
14 FFRO 10 mar V M. G. p. m.	• • • • • • • • • • • • • • • • • • • •

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	13. #5 STRB; RENEW (1)PC DECH HNUCHLE
	8' LONG X 4' WIDE X 3/8' SAND SWEEP AND
!	COAT SIDE SHELL WITH (1) COAT OF TAR
: :	EPOXY X & MILS, COAT DECK WITH 1
	COAT OF REO. AND REPAINT WHITE
	SAFTY STRIPE.
	REPLACE 43" KEVEL
	DECH ITEMT LAW- 126000
****	14 BURN (2) BOLT HOLES IN PORT LIGHT STAND
	AND RE/MOUNT
. 4	15, LOWER STRB LIGHT STAND TO MATCH PORT
•	16. INSTALL (3) NEW CARLO HATCH GASKETS AND
	(1) ULLAGE HATCH GASHET.
	17. REGLUE (6) CARGO HATCH GASHETS
	AND 2 ULLAGE HATCHES
	18. REMOVE DETERIORTED EMERGENCY SHUT DOWN
	CABLE PIPE AND INSTAL 12" PIPE NIPPLES ON
	EACH ELECTRICAL CONDUIT PIPE STAND. RERUN
	19. Reman. Claw- Plv. Velu For. USC9
	19. Reman. Clean- Plv. velu For. USC9 his pectian -



P.O. BOX 1386

JENNINGS, LOUISIANA 70546 PHONE )318) 824-1519

TANK BARGE "DXE-2302"
and/or OWNERS, and/or CHARTERS,
HIGMAN TOWING COMPANY
C/O LEEVAC SHIPYARD
P.O. BOX 1190
Jennings, LA 70546

WORK	ORDER NO. #12	02	
DATE	March 19,	19 91	

#### RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill: all time contracts are subject, without responsibility on our part, to delay in the case of strike, labor difficulties, fire or causes beyond our control: or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and / or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, wharfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and / or indemnity and / or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

We Invoice your Account for work done to the Tank Barge "DXE-2302", as was requested and as listed below.

- Shift Vessel to the Cleaning Plant. Ballast the #1. Tank to wash the Aft Tanks. Open the Butterworth Hatches, pump ballast from the #1. Tank Forward after washing the Aft Tanks. GAS FREE and clean the Vessel, Safe for Men, Safe for Fire, to include the pipe lines, pump well, fuel feeds, deck header and boxes. Blow the steam lines and muck out by bucket, approximately 10 barrels of B. S. & W.
- GAS FREE Certificate to be issued at LEEVAC SHIPYARD, unless notified other wise.

450 man hours at \$20.00 per man hour	\$ 9,000.00
Diesel for pumps, Boiler fuel, detergent and miscellanous warehouse items. Flash lights, batteries and protective	
clothing	4,625.00
Labor, Equipment and Materials	\$13,625.00
4% LA State Sales Tax on Repair Work	545.00
2% Parish and School Board Tax on Repair Work	272.50
Total Amount Due for This Invoice	\$14,442.50

Checked By 6266 bugh 9

Nº 1202

## SBA SHIPYARDS, INC.

## Work Order

WO # 120 11 DATE 3-2-91 BARge OXE-2302\_ 275x50X10 OWNER: Hygman Jowing 6- Change CUST. ORDER NO JABO MARCOHUX WORK TO BE DONE: L to Cleaning Plant free Certificate to to issued at her Vac-

MAKTNE CHEMIST, TNC. OF TEXAS P.O. BOX 3602 BEAUMONT, TEXAS 77704 (409) 832-6409, 866-4822, 866-4223 W.B. HATAWAY 537 K.L. MERCER 577

#### MARINE CHEMIST CERTIFICATE SERIAL NO. E 81021

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FREDEMAN 5. Y Survey Requested by	Vessel Owner or Agent	4-6-91 Date
LITER 1402	TENN BARKE	Est / Parines 1
HTCO 1802 Vespen	TANK BARGE  Type of Vessel  Oz/LEL/Visual/Toxic	Specific Location of Vessel
AUDE DIL (3X) ast Three (3) Cargoes	Oz/12/1/24/1/ Toxie	8:00 Am
Last Three (3) Cargoes	Tests Performed	Time Survey Completed
		***************************************
Sow KAKE )	AFE FOR WORKERS	
STERN RAKE / S	AFE FOR WORKERS	***************************************
	•	
CARGO TANKS		
1 1 7 7 1 1 F P	SAFE FOR H	)
M. 1-6-3-4-5 1/3	> JAFE FOR H	O TWORK
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		,
In the event of any physical or atmospheric	changes adversely affecting the STANDARD SAFETY [	DESIGNATIONS assigned to any

QUALIFICATIONS: Transfer of ballast or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or reissue of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

STANDARD SAFETY DESIGNATIONS (partial list, paraphrased from NFPA 306 Subsections 2-3.1 through 2-3.5, and Subsection 6-3.2)

SAFE FOR WORKERS: Means that in the compartment or space so designated: (a) the oxygen content of the atmosphere is at least 19.5 percent by volume; and that, (b) toxic materials in the atmosphere are within permissible concentrations; and that, (c) the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

NOT SAFE FOR WORKERS: Means that in the compartment or space so designated, the requirements of Safe for Workers have not been met.

ENTER WITH RESTRICTIONS: Means that in any compartment or space so designated, entry for work may be made only if conditions of proper protective equipment, clothing, and

SAFE FOR HOT WORK: Means that in the compartment so designated: (a) oxygen content of the atmosphere is at least 19.5 percent by volume, with the exception of inerted spaces or where external hot work is to be performed; and that, (b) the concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (c) the residues are not capable of producing a higher concentration than permitted by (b) above under existing atmospheric conditions in the presence of fire, and while maintained as directed on the Marine Chemist's Certificate; and further, that, (d) all adjacent spaces containing or having contained flammable or combustible materials have been cleaned sufficiently to prevent the spread of fire, or are satisfactorily inerted, or, in the case of fuel tanks or lube oil tanks, or engine room or fire room bilges, have been treated in accordance with the Marine Chemist's requirements.

NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the flammable cryogenic liquid carrier so designated: (a) have been tested by sampling at remote sampling stations, and results indicate the atmosphere tested to be above 19.5 percent oxygen, and less than 10 percent of the lower flammable limit, or (b) are inerted.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 306 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

undersigned acknowledges receipt of this Certificate under Section 2-6 of NFPA 306 and retands conditions and limitations under which it was issued."

This Certificate is based on conditions issued subject to compliance with all qu

Printed in U.S.A.

## SBA SHIPYARDS, INC.

## Work Order

	HULL No. 10 12C
PREPARED BY: Dun Sun AL Hall	DATE: 4-8-91
NAME OF VESSEL OR EQUIPMENT: H.T. Co. 1802	(240'X 50'X h
And OR QUINERS & OR CHARTERS HIGMA	n Towing Co
OWNER:CUST. C	DRDER NO SOUN LABOR
DATE STARTED 4-8-91  DATE COMPLE	TED
Randy OR LA DOCTO Will	Myorce No - Wonday
WORK TO BE DONE: CRU decle Caselon M	ARINE Ways
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test my Completed - (Ral	10 25' tro')
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#1. STB - 2 France - , C	BHC
4. testrio repaire	
5. Sonic Gauge	
<u>.                                    </u>	
- LONGLOW STANDS	

P.O. BOX 3602 BEAUMONT, (409) 832-6409, 866-4822 W.B. HATAWAY 537 K.L. ME	, 866-4223 923-n 12-3/2.	SERIAL NO. E81026
	HIGMAN LANGUE Vessel Owner or Agent	4 - 8 - 9 / Date
SIBIT 5. 4. urvey Requested by		Date
4rco 1802	Type of Vessel	Specific Location of Ves
egol	Type of Vessel	Specific Location of Ves
St Three (3) Cargoes	Oz / Los / Tosts Performed	10:00 Ba
st Three (3) Cargoes	Tests Performed /	Time Survey Comple
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In the event of any physical or atmo	spheric changes adversely affecting the STANDARD SAFETY	DESIGNATIONS assigned to any
of the above spaces, or if in any dou	ubt, immediately stop all work and contact the undersigned N	larine Chemist.
ments subject to gas accumulation, unle	manipulation of valves or closure equipment tending to alter ass specifically approved in this Certificate, requires inspection ats, heating colls, valves, and similarly enclosed appurtenan	n and endorsement or reissue of Certificate
otherwise specifically designated.	st, paraphrased from NFPA 306 Subsections 2-3.1 through 2-3.5, and Subsections	
SAFE FOR WORKERS: Means that in the compart in the atmosphere are within permissible concentrated directed on the Marine Chemist's Certificate.	tment or space so designated: (a) the oxygen content of the atmosphere is at least ations; and that, (c) the residues are not capable of producing toxic materials un	ast 19.5 percent by volume; and that, (b) toxic materials ader existing atmospheric conditions while maintained
NOT SAFE FOR WORKERS: Means that in the c	compartment or space so designated, the requirements of Safe for Workers have a compartment or space on designated, ontry for work may be made only if so	
time are as specified.	y compartment or space so designated, entry for work may be made only if co irtment so designated: (a) oxygen content of the atmosphere is at least 19.5 pe	
or where external hot work is to be performed; ar (c) the residues are not capable of producing a high directed on the Marine Chemist's Certificate; an	imment so designated: (a) oxygen content of the authosphere is at least 19.5 pend that, (b) the concentration of flammable materials in the atmosphere is being the concentration than permitted by (b) above under existing atmospheric content further, that, (d) all adjacent spaces containing or having contained flamsfactorily inerted, or, in the case of fuel tanks or lube oil tanks, or engine room or	low 10 percent of the lower flammable limit; and that, ditions in the presence of fire, and while maintained as mable or combustible materials have been cleaned

MARTNE CHEMIST, INC. OF TEXAS

20M-2-88

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the flammable cryogenic liquid carrier so designated: (a) have been tested by sampling at remote sampling stations, and results indicate the atmosphere tested to be above 19.5 percent oxygen, and less than 10 percent of the lower flammable limit, or (b) are inerted.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 306 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

pt of this Certificate under Section 2-6 of NFPA 306 and major which it was issued."



P.O. BOX 1386

JENNINGS. LOUISIANA 70546 PHONE 13181 824-1519

TANK BARGE "1802" and or CHARTERS,
Higman Towing Company P.O. Box 908
Orange Texas 77630

1	INVOICE NO. 5-5(91)			
ı	WORK ORDER NO. 1206			
	DATE May 20, 19 91			
	P.O. NO			

Attn: Randy Laughlin RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill: all time contracts are subject, without responsibility on our part, to delay in the case of strike, labor difficulties, fire or causes beyond our control: or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and / or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, wharfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and / or indemnity and / or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

We invoice your account for Higman Towing Company "Tank Barge 1802" for the following services as directed by Randy Laughlin.

Repair to Star Board #1 tank, as per field Survey of 4-9-91.
 Mr. Laughlin, representing Higman Towing Company and Mr.
 Patrick Malcomb, Sabine Surveyors, Inc. 4530.15# Plate &
 Structural @ \$2.50 per pound.

- 2. General Notes-Per Survey;

THECK BY A BOUGH IN

w/o 1206 H.T.Co, 1802 COST TO DATE (54-91) WAges-April 8 - THEN MAY 4TH 1885 Hours # 16,516.73 903 OVERHEAD 14,865,06 \$ 31,381,79 2628.66 WAREHOUSE MATERIAL DIRECT CHARGES! MARINE ChamIST 285.00 325,70 LA FAST. - (nut & Bolts) 40.70 #34,336,15

## SBA SHIPYARDS, INC. Work Order

		HULL No. W/0 1206
TOTA	L	PREPARED BY: DATE 4-8-91  NAME OF VESSEL OR EQUIPMENT: H.T. CO. 1802 (240×50×10)
TOTA	ı	And OR QUITERS & OR CHARTERS HIGMAN TOWING CO.
THRN	` <b>\</b> _	OWNER:CUST. ORDER NO JOHN LABORO
MAY		DATE STARTED 4-8-91  DATE COMPLETED
MAY	91	Randy OR LA BOARD- Will he here- Monday-
<del>'</del>		WORK TO BE DONE:
		1- try doch Ussel, on MARINE ways,
27	230,10	Stone tiret - Undock whom repairs &
	250,10	test my Completed - (Role 25' tro!)
		2. ( In The Clement Cent - (Brox-Clemed at Freduis) -
		3 Steel Repairs and Linstructure Day owner -
665	5744.70	Hola in Storm Void - #3. StB. Bylge Knuckly
		+1. STB - 2 France - J. BHR
272	2333.72	3A-Insurance
	10000	4. testrij repairo
76	690,33	- Committee of the comm
30	25620	5- Sonic Gauge 2- Limit
- 5	41.10	6 WHShine, STERN RAKE
39	359.65	7- Gouve & Word FRAM.
21	183.00	8 - REPIZCE WINCH on STERN-owner Functy
24	185.20	O DEMove WATER FROM Tank & Button up 174762 cours
424	3599,10	And the state of t
152	1439.70	11 - REWELD SEAMS
50	491.50	1) - MISC DECK WORK
35	29230	12 - CHANGO BOITE - REPACK All VAIUES
65	670,13	14 - SAND BLAST & PAIN!
		15 - U.S. COAST GUARD
		•
1025	16,516.73	
100-/	,	

## **ALAZER STEEL & ALUMINUM**

Complete stocks of STEEL • ALUMINUM • STAINLESS STEEL

Copper • Brass

58-281



1556 TCHOUPITOULAS STREET • P.O. BOX 50867 • NEW ORLEANS, LOUISIANA 70150-0867
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504-529-2761 1-800-824-1730 LA WATS 629-36292

504-523-1839

**SURROUNDING STATES WATS: 1-800-537-2808** 

WO - 1206 375' Reweld

NO-2 StbB Add-4-Remelets 2-CLiPS 375 x 500

206-14TCO-1802- additional repairs Requested\_ 4- Tect- additional 4- tentes were repairs rosade- 4 et - 100,00 Per touteaddetional steel STB. Bottom Knewble after Robe - & Cooner Knuckle, Part, (1)-19' x 4' x 38" Dlate - Formed - Knuckle-1163" - (1)-6' x 4' x 38"- x19'- angle-(12.3")-234" (1) - 6.2" × 4' × 15.3" Formed Knuclele - 3.79"
(1) - 6' × 12.3" Angle - 74" (1) 4' × 3'-4" × 15.3"

Plate = 263" (1) - 11'-6" × 4' × 18.3" Angle - 710"

12' 9 - 6 × 4 × 28" Angle - 12.3" = 148" (2) - mounts 27" X22" x 36" Ht. Bettom Starm. 37" Total Flite & Structural 2860 @ 250 Pur LB. Labou & materiala -== 7150 Firmish - two grunders with - Equipment. For Sonic quitoring as directed 11-man bis 2, 1800 per mon hi-Rush - Laton & Egyponet to Wook mud & Rust Frans. Storn Roke - gouge and well - Split Seam - maide and out & As directed. 26 mous bre 6190 per mais 4940 Blast and Cost arears of rupaire with 2 Coate of Black - Spayer as directed -1709@ 755 per Sa. Fost - 244. 6 %. State of Parush taxes to apoly unless last of Exempotion feweribes 4-10-91

SBA-SHypnordsonh onder # 1206-1700-1802- additional repairs Requestre) 7- Tect- additional 4- teules were repairs vosade- 4 et- 100.00 Per taule- 40 addetional Steel STB. Battom Knewler. after Rober & Copner Knuckle, Part, (1)-19' X 4' X 78" Date. Formed-Knuckle-1163# - (1) - 6'x 4' x 38"- X19'- Congre-(12.3")-234" (1)-6.2" X 4'XIS.3 Formed Knuclele- 379"-11) - 6 x 12.3 angle - 14 (1) 4'x 3'-4" x 15.3"

Plato = 263 (1) - 11-6'x 4' x 18.3" (2)- mounts

12' 9 - 6x4x 28 Angle - 12.3" = 148" (2)- mounts 22" 222" x 3" Ht. Bettom Stern. 37" Toral Plate & Structural 2860 @ 250 per T150/00 LB. Labor & materials -Fixe. Sonic quagning as directed Francish - Lator & Equiposent to work mud & Rust From Storn Roke - gouge and well - Split Seam - maide and out As directed. 26 mans bre 619 perman 494,00 Blast- and- Coat arears of repairs with a coat- good Black - Spary as directed 170 9 @ 755 peusa, Foot Total. Lakou & Material 6 % - State of Parist taxes to apody unless lest of Exemption feweribed

H.7.Co. 1802. work. ORder- 1206. Additional week. Fortant & Seternil - Regusted by Randy

9. Internal To Be Cropped Renowed

And or Clipped & wolder OR revold

# 1- Fort - 1. Revold. 6"
1- Pe. 12" Channel 30.7" x 31. = 62.1 1-Pe. 9" - 13.4" X31 - 40.5" #2- topt - 7. revold - 42", 1. dep- & 2. P= 4. 10' x 13.4" Channel - 269 #2. STB\_Tanle. - 3. Clips - 2 + 8. Ruelldr-48" #3 STB Tank 3. rewald = 18" \$1-clip-#3. Fost. TANK . 6. Newolds . 36" H. Clip. 4-1-5' x 13.4" Channel - 68" 44-S+B-TANK \$#4-Roet - 7. Newelds - 42" & 35790 1- Pe- 5"X5" X 36 angle- (12.3") X11= 135.3" STEEN- Rake-10-Pos. 5'x 7x4x36"Ls.(13.6")= 630" 10-36" plr. Bkts-15.3":2 = 76.5", 18 Par 12" × 36"- Planged - Deptical. Webs - 275.4" 80' × 36"- (153") - Bottom Pet. into. Rale toll Atro #1-tanh\_X8'-9792" Batton A. Stern. Raba. across. # 5. BAP. into #5 toulsi. PS - 15.3 Y6 X48 - 4407\* Estimatel 300' 9- (3/8) 15:3" X3'- Foremed 3" Padui decle Knuckle - 9639 Estimated - 200 len fiet of one & 2 Pars + 1000 00 Betting . Seams & Butt - Q- 500 perhouft- 1000 00 Tatel - Pht & Structural renewal - Internals 4 Bottom Ste- 12+4 Str- 25.397 6. 1904 48,254 Total. Newsland. Internal +5xternal. 9000 10. Blastmil & Conting-ded to - z'- under on Sides- including Bawnste. & Stern LAANON 2. Coats. Spaly & one Coat of Flake glan on Kuedle: Plusting to Bright metal. Firmold. Paint & Thurid Q. 1,50 flors Fort 12

RECEN

11802 #1- PORT 1-P- 12" I - 3 - 0 - X2078 -> 62-10 1-P- 8" - 3:0- X11.5\* 3450 \$4-PORT 1-P-5"X5"X ="L-10-0-X123"- 123,000 918,00 2-P- 12" × 5-0 × 3" 12 = 10 x 13" 153,00 18-P-12" X 12" X 3" /2 \ \ 184153:2 137,70 1-9 BOTTLE - 22" X30" X 3" R 1.10 X 2.6 X 153 ->
2-P 18" X24" X 3" P 2 1.10 X 2.6 X 153 ->

E1802 - 2X 1.6 X 2X 153 -> 979-20 44.00 98,20 55\_#1-82-5+8-5+B- 1-P-5-2" X 5-10 = "X3" B-1-P-8" X 4-0- X 3" B-1-P-8" X 4-0- X 3" B-18 Y & X 15 X 4-406.56 49.00 55-STB- 1-P-18-44 X 3-2"X 3"B-2-P-5"X35"X 3"L-18-4" 36"X 104" 10000 901.64 374,40 43-5TB-1-P-10-2"X 39"X 3"B-1-P-8"X 32"X 3"L-10-4" XIDY 70-9" 1-P-8" X 4' X 2" 10-0.8 X 4' X 70+ 7 468-18 108-16 62.28 #3-PORTS 1-P-21-7½" × 35½"× 3"L-1010-201104 996.02 \$100 208,00 40.96 E

2000 1-P-18" × 24" × 32" 12-16 × 2 × 12.8°- 9

5790.51 9 575.76 15,366.27



# 1802

367.20 306.00 709.92 STB 1-R 3 = 3 × 6" × 3" L - 1126" 1866 36×117 421,20 STD 1-P- 32 X 6" X 3" C. STB-1-P-32"x6"x3"L. 1-P

\$1-STB- BOT LER 1-P-628" X 15-8" X 8" P- -> 1643,83 1-P-6-0 X 14-92 X 3" 12 -1367.82 1-P7"X 9"X 3"1. 10750 X13.6" -> 1455.20 1-P- 12 × 20-0 × 3" ID - 10 × 10 × 3" ID - 10 × 10 × 3" ID - 10 × 3" I 98.00. 88,20 204.00 1-P-123 x 20-0 x 3"P2 - 20 x 15.3" - 1-P-5" x 5" x 3" x - 10 29" x 12.3 - 1-P-3" x 3" x 3" x 3" x - 11 20 - x 1.2" - 1.2" - 11 20 - x 1.2" - 1.2" 306.00 14.07 379.20 #3-PORT

BOW R.

1-P- 4-0X810X 3°12- 32 (VISS) 489,60 2-P. 7"×4" X 3"12\_4(0 x2x136) > 108.80 1-P- 9" = - 51x 13.4" -> 67.00 3-P-4" X 3"X 3"4-4-" (Qup?) 8.50 #2-PORT 2-P-9" [-12-0- 24' X 13.4"

321.60 2-P- 12" X 12" X &" 1 . BUT. 15.30 246,00 4-P- 34" X 6" X 3" L - 5-0-20" X 123" -9575.76 Total Page wit-

367.20 5867.20 233372 360740 36/117 431.30 10.80813 21,6166 1643,83 1367.92 06.2241 00,29 5 o £ .88 € #8.P X - 0 Ban Rh. 65'x \$0=3250 92 Silv. 13' x 230 X2 - 5720 700 10 + 8tim traism - 13450 0 6 5011 Bow. Idendlog- 2'140 0 2. 1844 to tel trage unt.

3/8 K-3/8. Insertin Bottom At 1-6' × 14'-6" 1300 an Breh- 01 and 1-15'-6 × 11' Intermed 1-15.6 × 6' × 3/2 - 1340.28# 1433,08# 162 00 # 15' × 6×3/2×3/2 13' 100 # 162 00 # TRMOD. 19.6" X 20.7- 405.724

19.6" X 20.7- 405.724

de HOMMer 10' V 12.3 3/24 %.

10.3" X 8:5# 3/24 %.

87.55\* 12:4" 1 4x9 1366- ->98-121,52 Teld Physte, 4407. # 6, 250 mm 11,01800 Notes 1, Doy dods hay true ondocla 240'x5 = putoot = 1200 00 2. 9 to Free chewit cert. + read-closing - #21. 8 13. touls 450 = 190 \$ Q\_ Blant & recontinenilla

Tooks 4. Test. 2. landon @ 100. per tonts 13,248,00

H). Inbald Vertical Transverse Frame angle stiffeners Bont aff 0-4" gradually.

5). Inboard Number 1 Transverse Frame Diagonal Set aft 6-4" gradually.

6). Diagonal Between Transverse Frames Numbers Two and Three bent up 0-3" gradually.

3). Crop and Part leven ONE BiPiece Lower Chord dimensioned 19'-06"X 12" X 3/8" Chance

4). ONE Verticle Stiffered dimensioned 10-00 x 5" x 5" x 318" angle

5) ONE Diagonal dimensioned 10-03" x 31/2" X342" X 1/8 angle.

W. Diagonal Belween Transeverse Frames 2+3 dimensioned 12-04" X 4" X4" X 3/8" ٥٠١٤/٤٠

## Caeneral Notes

A). Provide Necessary dry docking to effect Repairs.

B) Necessary Men and Material's Needed to effect repairs.

C). Necessary Gas Freeing to effect Repairs.

D) Certified Marine Chemists Certificate prior to May hot work.

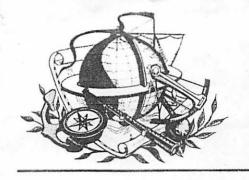
El Recont all were and disturbed work surfaces as OrigionAl.

P. Necessary Towing Needed to move vessel in and out of Shipyard.

6) Provide satisfactory testing of all work surfaces to the satisfaction of interested parties.

Survey Signed without prejudice and for benefit of whom it may concern-

Rendy Aughley His man Towing Company Malcont & Patrick Sabine Surveyors Inc.



## SABINE SURVEYORS, INC.

9509 HIGHWAY 69, PORT ARTHUR, TEXAS 77640 (409) 724-6969 TWX 910-886-5329 FAX (409) 724-7761 HOUSTON (713) 480-6969 NEW ORLEANS (504) 484-6969

#### FIELD SURVEY

April 2, 1991

We, the undersigned, have on this date carried out survey of Tank Barge HTCO - 1802 while vessel drydocked at SBA Shippard, Jennings Louisianna in order to ascertain Nature, CAVS, extent, and Necessary repairs to damages alleged sustained to vessel bottom in Consequence of vissel hilling submerged obstruction while in Tow.

## ATTENOTNE

Mr. Randy Laughlin Mr. Malcont Patrick

Higmon Towing Company Sabine Surveyors Inc.

Vpon Examination

Found Recommended

Number 1 STARBORRO CAGO

Tank TANK

1. Botton platers set up and holed o- 4/2" In c strake state approximately 20 -00" aft of Forward Bulkherd. Bottom Distortion Begins approximately 6'-00" aft of Forward Bulkherd and extends aft approximately 22 -- 06".

1). Crop and Part Revew

ONE (1) Steel plate dimensioned 14"-02" X 6'-00" x 3/8"

ONE (1) steel plate dimensioned 15 -06" X 6'-02" X 3/8".

Number 1 Starboard CAISO TANK

- 2). Bottom Longitudinals Numbered from Centerline: #6, 7, 8, 9, 10, in way of Bottom Damage Set up and variously Distorted
- 3). Number I Lower chord set up and distorted 0:3" for full width with bottom Longitudinists fractured 1005e and adrift from chord.

2). Crop and Part Lonew Five Longitudinals Numbered + Dimensioned Six - 10"X 7"X4"X 18 Sever - 13: X 7 X4 X 1/8 Eishr- II X TX4X %" Nive- 19 X 7 X 4 X 36" Ten- 19- X 7" X4" X 3/8" 72 × 13.6 = 979\$

OF JEST - 4-5 - 23P - 254-12 wist-town Bus of it smail 15th any survey outros of , - purel diet . IF . - bubustri -1P-3-A - vital The Dander - Lewish die of Sman Town of Struck of Strucker was 1. Com chec - (840, 120, KII- Longe Bosch) 13051 1. had two on pail way, undock -2. Just Fred Champes (Best: Plus - charming 450 - Luch 8.to -1 # vier 3 Sound Blook of Apply 2-Centi-Block-Carl HAR. Expory - Aprix 1900000 - Not - toot . Fe us 4. Mant # 1- 2+ B front. 2'h wie. Social Spray of Support - 13, 480, 500 Support - 13, 480, 500 Support of Support of Sycaption formally to Support of Sycaption for Syc - Aubunt 2

SBA-Surgando Jui.
SBA-Surgando Jui.
Tark Bonge. HTCO-1802 - and for overnous and for Contrar - Legenow towney Co. Drawy Texts.
Po. Box. 902 - Z-p. 77630-Le Pour Fill Sway-, Satiste Surveyou des) datie - 4-8-91- Attendud . Me Randy-Laughlin- Lignan towner & Me. Welcomb. Patent. Service Surger Dez 1.530.15 0- 350 per LB. L&M - 11.360 Notes -1. Ony docls - (240' 150' x 11'- tack Brown) 1205 1. Layture on nailway, undoch -2. Or Free Chamest Bort! Plus - Chamie 450 il # 1 - ot. 8 Nanh -3. Sound Blook & Apply 2-Coate-Block. Coal tan. Epory - Aprit 190@Zoo 380/00 4. Per \$7. Feet - L & M - - > 1. Nest: # 1- St B fank. 2/2 wir. Soop on Dwater Spray - 150/00
material - Lator Equipment - 13, 400/00
Subject to 6%- Sale taxue
when Got of Exemption Junshe 13, 505.00 B Breandust\_

## SBA SHIPYARDS, INC.

## Work Order

	HULL No 12C
PREPARED BY: Dun Sun AL Hall	DATE: 4-8-91
NAME OF VESSEL OR EQUIPMENT: H.T. Co. 1802	(240'X 50'X h
And OR QUINERS & OR CHARTERS HIGHA	n Towing Co.
OWNER:CUST. C	DRDER NO SOUN LABOR
DATE STARTED 4-8-91  DATE COMPLE	TED
Randy OR LA DOGO Will	Myorce NO - Wooday
WORK TO BE DONE: CRU dad Develon M	ARINE Ways
Store frist - Undock Test my Completed - (Ral	- whom repoures &
test my Completed - (Ral	1, 024, 5°C or
2. Open Fre, Chemist Cort - Bonge	- Cleaned at Friedyin \ -
3 Stall De hour and linkered Da	A #71144
3. Steel Repairs and Instrudio An Hole in Storm Void - #3.5	to B. D. Jac Knuckle
#1. STB - 2 France - , &	BHR
4- testing repairs -	
, ,	
5. Sonic GAUGE	
La William Stewn File	



P.O. BOX 1386
JENNINGS. LOUISIANA 70546
PHONE )318) 824-1519

TANK BARGE "1802" and/or CHARTERS, HIGMAN TOWING COMPANY P.O. Box 908 Orange, Texas 77630

_	INVOICE NO. 5-6(91)				
7	WORK ORDER NO. 1206				
	DATE May 20, 19 1991				
	P.O. NO. 35790				

Attn: Randy Laughlin

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill: all time contracts are subject, without responsibility on our part, to delay in the case of strike, labor difficulties, fire or causes beyond our control: or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and / or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, wharfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and / or indemnity and / or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

We invoice your account for work performed on TANK BARGE "1802", for Higman Towing Company as directed by Randy Laughlin.

TOTAL LABOR, EQUIPMENT, AND MATERIALS \$49,858.00
Plus 6% State & parish taxes
INVOICE AMOUNT DUE

CHECK BY BBb who In

### S.B.A. SHIPYARDS, INC. foot of LA Hwy #3166 Jennings, LA 70546

INVOICE NO. 5-6(91) WORK ORDER NO. 1206 DATE: May 20,1991 P.O. NO. 35790

TANK BARGE "1802" and/or CWNER, and/or CHARTERS, HIGMAN TOWING COMPANY P.O. Box 908 Orange, Texas 77630

Attention: Randy Laughlin

Invoice for additional repairs as per United States Coast Guard inspections and as directed by Mr. Randy Laughlin.

Steel plate and structural as follows;

```
1 Pc. 4' x 6' x 3/8" Plt. Formed Knuckle, STB(367#)
1 Pc. 4' x 18'-6" x 3/8" Plt. STB side (1138#)
Port; 1 Pc. 4' x 5' x 3/8", Formed Knuckle Plt. (306#)

Star Board/Stern 1 Pc. 4' x 5' 11'-6" x 3/8" Plt. Knuckle (710#)
STB Tanks, 3 Pcs. of 6" x 3\frac{1}{2}" x 3/8" Angle, totalling 36 linear feet @ 11.7# - (421#)
#2 Port
2 Pcs. of 9" x 13.4# Channel x 12' (322#), 2 Brackets 1'x 1'x 3/8"
Plt. (15#). 4 Pcs. of 6" x 9" x 3/8" angel, 5' each (246#)
Bottom Plt. & Structural #3 Port
1 Pc. 4' x 8' x 15.3#, Plt. (490#), 2 Pcs. of 7" x 4" x 15.3# angle 4'(409#),
1 Pc. 9" x 13.4# channel 5' long (67#), 3 Pcs. of 4' x 3' x 3/8"
angle clip (9#)
#1 Port
1 Pc. 12" Channel 20.7# x 3'(62#), 1 Pc. 8" Channel 11.5# x 3'
#4 Port
1 Pc. 5" x 5" x 3/8" angle x 10' (123#)
Stern Rake
15 Pcs. 12" x 4' x 3/8" Plt. Formed webbs, (918#), 2 Pcs. of
1' x 5' x 3/8" plt. (153\#), 18 Pcs. 1' x 1' x 3/8" Brackets (138\#), 18 Pcs. of 7" x 4" x 3/8" Angle x 4 (979\#), 1 Bottom
Insert 24" x 30" x 3/8" & 2 Pcs. 1' x 6 x 2 x 3/8" plt.(142#)
#1 STB Bottom: other than insurance claim extension of Bottom
Longitude 7" x 4" x 3/8" Angles and Formed Transverse Webb (846#)
#3 Port Side Sheet
1 Pc. of 21'8" x 36" x 3/8" Plt (996#)
#3 Star Board Side Sheet
1 Pc. of 10' x 3' x 3/8" Plt. (459#)
#1 & #2 STB Side Sheets
1 Pc. of 5' x 6' x 3/8' Plt. (407#), 1 Pc. of 8" x 4' x 3/8" Plt.
(49#), 1 Pc. of 18'5" x 3'2" x 3/8" Plt. (902#)
Deck Plate Inserts
1 Pc. of 1'6" x 2' x 5/16" Plt. (41#)
Total Plt. & Structural; Internals, sidesheets and Bottom Plate
10,450# @ $2.50 per Lb
                                                                            $26,125.00
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INVOICE NO. 5-6(91) DATE: May 20, 1991

2. 66' of 5" x $3\frac{1}{2}$ " x $3/8$ ", side sheets angel @ agreed price of \$1.00 per 1b - $(\underline{680\#})$	680.00
3. <u>Sonic guaging</u> : Furnished labor, grinders, disks, and crane, with operator to assist with Sonic guaging of Bottom, side sheet. Rake ends as directed - 36 man hrs @ \$19.00 per man hr	684.00
4. Shoveling mud & rust from After Rake, washing, removing water from all Cargo Tanks. Gasketing & Closing cleanout Hatches; 3 man hrs @ \$19.00 per man hr	1,577.00
5. Remove and replace owner furnished; wench on After Deck 24 man hrs @ \$20.00 per man hr, Labor & materials	480.00
6. Miss Deck work as requested by owner rep. 58 man hrs @ \$20.00 per man hr, Labor & Material	1,160.00
7. Check and repair valves, regasket. Bolt & Nuts, 35 man hrs @ \$20.00 per man hr Bolts, Nuts, gaskets, etc.	700.00 92.00
8. Internal Pick up welding; Longitude Seam & Bottom welding; welding fractures found after blasting & one & two pass welding 375' of Seam & Butt welding and 26' of Pick up Welding & clipping.	
Total 400 linear feet @ \$5.00 per lin. foot- L&M	2,000.00
9. Testing all tanks, rakes, air 2½#, Soap & water spray. Testing for USCG and retesting for owner Rep. 83 man hrs @ \$20.00 per man hr, Labor & Equipment	1.660.00
10.Sand Blasting & painting; deck to 2' under #2 Tank to Bow Headlog 9800 sq feet Primer & Epoxy black, flake glass on bottom knuckles, Spray after rake internally with one new material.	
9800 sq feet @ \$1.50 per sq foot-Labor & materials	14,700.00
TOTAL LABOR, EQUIPMENT, & MATERIALS Plus 6% State & parish taxes (unless Certificate of Exemption furnished)	\$49,858.00 2,991.48
INVOICE AMOUNT DUE	\$52,849.48



P.O. BOX 1386

JENNINGS, LOUISIANA 70546 PHONE 1318) 824-1519

TANK BARGE S-2512 and/or OWNERS, and/or CHARTERS, HIGMAN TOWING COMPANY C/O LEEVAC SHIPYARDS P.O. Box 1190 Jennings, LA 70546

WORK ORDER NO12	220
DATEJULY_23	19 91

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill: all time contracts are subject, without responsibility on our part, to delay in the case of strike, labor difficulties, fire or causes beyond our control: or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and / or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, wharfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and / or indemnity and / or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

We invoice your account for gas freeing and cleaning of a 300'x50'x12'single skin tank barge. Safe for men and safe for fire.

 Ballast vessel bow to port in order to wash. #5 after tanks with approximately 10' split. Shift water to port to wash after port tanks. Shift water to after tanks to Butterworth and clean the (4) forward tanks. Steam and drop pipe lines. Wash deck boxes and drop pipe lines in tanks. Pick up heavy products and rewash tanks.

468 man hrs @ \$20.00 per man hour (includes Saturday overtime hrs \$9,360.00 Fuel for Boilers and Pumps, detergent, flashlight batteries, and protective clothing 3,226.00

2. Remove oil containers and drums from vessel and dispose of same.

6 man hrs @ \$20.00 per man hr Total Labor, Equipment, and Supply Plus 6% State & Parish Taxes INVOICE AMOUNT DUE \$12,706.00 \$12,706.36 \$13,468.36

INVOICE AMOUNT DOE

CHECKED BY

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Attn: Gabe Marceaux

#### S. B. A. SHIPYARDS, INC.

P.O. BOX 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

Tank Barge "S-2013"

and/or OWNERS, and/or CHARTERS,
HIGMAN TOWING COMPANY

c/o LEEVAC SHIPYARDS
P.O. BOX 1190
Jennings, LA 70546

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill: all time contracts are subject, without responsibility on our part, to delay in the case of strike, labor difficulties, fire or causes beyond our control: or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and / or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

RED LETTER CLAUSE

Furthermore, we undertake to perform work on vessels and provide berth, wharfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and / or indemnity and / or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

We invoice your account for cleaning of a 265' x 50' x 12', shingle skin, crude oil barge, SAFE FOR MEN/SAFE FOR FIRE.

 Gas free and clean crude oil barge; safe for men/safe for fire. To include pipelines and pump well, rakes were greased. Certificate to be issued at LeeVac yard. Ballast barge forward tanks to wash #5 tank. Pick up Silt and Parrifine after Butterworthing, approximately 6 BBls. Re-rinse tanks.

386 man hrs @ \$20.00 per man hr
Boiler fuel, diesel for pumps, detergents, flashlights, and batteries
Total Labor and Materials
6% State and Parish Taxes
INVOICE AMOUNT DUE

\$ 7,720.00

4,426.00

\$12,146.00

\$12,146.00

\$12,874.76

CHECKED BY SOOD US



P.O. BOX 1386 JENNINGS, LOUISIANA 70546 PHONE (318) 824-1519

TANK BARGE "HTCo-2301" and/or OWNERS, and/or CHARTERS, Higman Towing Company, Inc. C/O LEEVAC SHIPYARDS, INC. P.O. Box 1190 Jennings, LA 70546

INVOICE NO. 3-2(92)	
WORK ORDER NO. 1238	
DATE March 18,	1992
P.O. NO. <u>93540</u>	

Attn: Gabe Marceaux

**RED LETTER CLAUSE** 

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill: all time contracts are subject, without responsibility on our part, to delay in the case of strike, labor difficulties, fire or causes beyond our control: or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and / or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, wharfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and / or indemnity and / or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

In connection with our Barge Cleaning Operations, S.B.A. is only responsible for the residue or products (B.S. & W.) that can be washed and pumped from the vessel. Any residue that has to be dug out, will be placed in containment or storage area, impounded, and become the property of the Barge or vessel owner, and must be moved from S.B.A. property for disposal within 90 days.

- Gas free and clean Crude Oil Tank Barge, 265'x50'x12', to include rakes, pump wells, deck headers, coils, and internal piping. Necessary to pick up and bucket out approximately 48 barrels of Paraffine & B.S.&W., rewash tanks, #1 port holed and leaking water, cement box in #4 Stb, and oil residue in after rake.
- 2. Certificate to be issued at LeeVac.

549 man hr @ \$20.00 per man hr

6% State and Parish Taxes

INVOICE AMOUNT DUE

\$10,980.00

3. Boiler fuel, diesel for pumps, detergent, flash lights, batteries, crane to remove drums from barge.

TOTAL LABOR, MATERIALS, AND EQUIPMENT

4,882.00 \$15,862.00

\$16,813.72

Checked by

02036 Jugh h

## SBA SHIPYARDS, INC.

## Work Order

ω/ο 1243	
PREPARED BY: DATE 4-8-92	
NAME OF VESSEL OR EQUIPMENTS TANK BARAR 5-2014 and or.	
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OWNER: 10 NEC UAC. SHIPM arch; CUST. ORDER NO. POAR. COLLY.	
DATE STARTED LO-PULL CENTRE CONFICE GONFICETED COST. ORDER TO THE CONFICETED COST. ORDER TO THE CONFICETED COST. ORDER TO THE CONFICETED COST. ORDER TO THE COST. ORD	_
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2. An Free Cent - to be exceeded Ree Vacili	
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P.O. BOX 1386 JENNINGS, LOUISIANA 70546 PHONE 13181 824-1519

Inland Tank Barge "H.T.Co S-2018" and/or OWNERS, and/or CHARTERS, HIGMAN TOWING COMPANY c/o LEEVAC SHIPYARDS, INC. P.O. BOX 1190 Jennings, LA 70546

WORK ORDER NO	1258		
DATE October		_19_	92
P.O. NO.		_19_	

Attn: Mr. Fred Stokes We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill: all time contracts are subject, without responsibility on our part, to delay in the case of strike, labor difficulties, fire or causes beyond our control: or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and / or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

RED LETTER CLAUSE

Furthermore, we undertake to perform work on vessels and provide berth, wharfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and / or indemnity and / or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law.

We invoice your account for cleaning 267'x50'x12' tank barge.

Total Labor and Materials 1% State Sales Tax Invoice Amount Due



ough In Checked by:

(409) 832-6409, 898-48 W.B. HATAWAY 537 K.L.		SERIAL NO. F 2441
SBA S/y y Requested by	Vessel Owner or Agent	12-16-93 Date
Frequested by / /	Vessel Owner or Agent  I AN K BATCGE  Type of Vessel	SBA M ELM ENT
	Type of Vessel	Specific Location of Ve
CRUDE OIC	OS/LEC/VISUAL/BENZ Tests Performed	Time Survey Comp
ALL CLARGO TANKS	(#1-5P¢S) - Generally C	Cern,
		LTPPM BENZERE
	NO DETECT	OBCE HZS
		H RESTRICZIONS
		500 CPM RZOUR
-	SAFE FOR	HOT WORK
PORWARD + AF	TER RAKES - SAEZ FO	R MORKERS
	SAFE F	to HOT WORK
CARGO CINES	Openes, Wosh	ED, Closed
7		77.
Deep Well Po	ump - open, 0%c	.66.
In the event of any physical or atmos	pheric changes adversely affecting the STANDARD SAFETY D	ESIGNATIONS assigned to any
of the above spaces, or if in any doub	pheric changes adversely affecting the STANDARD SAFETY Dot, immediately stop all work and contact the undersigned Marian physical stops of the contact the contac	ne Chemist.
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QUALIFICATIONS: Transfer of ballast or ments subject to gas accumulation, unles for the spaces so affected. All lines, vent otherwise specifically designated.  STANDARD SAFETY DESIGNATIONS (partial list, SAFE FOR WORKERS: Means that in the compartment in the atmosphere are within permissible concentrate as directed on the Marine Chemist's Certificate.  NOT SAFE FOR WORKERS: Means that in the content of the same state of th	ot, immediately stop all work and contact the undersigned Mari manipulation of valves or closure equipment tending to alter co as specifically approved in this Certificate, requires inspection at ts, heating coils, valves, and similarly enclosed appurtenance appurtenance paraphrased from NFPA 306 Subsections 2-3.1 through 2-3.5, and Subsection tentor space so designated: (a) the oxygen content of the atmosphere is at least the tions; and that, (c) the residues are not capable of producing toxic materials under	ne Chemist.  Inditions in pipe lines, tanks or comparing endendersement or reissue of Certificates shall be considered "not safe" unless on 6-3.2)  9.5 percent by volume; and that, (b) toxic material existing atmospheric conditions while maintained a not been met.
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P.O. BOX 1386

JENNINGS. LOUISIANA 70546

PHONE )318) 824-1519

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WORK ORDER NO. 12-2(92)

WORK ORDER NO. 1263

DATE December 21, 19 92

P.O. NO. \_\_\_\_\_\_

TANK BARGE HTCo-2021 and/or Charters, and/or Owners, Higman Towing Company C/O LEEVAC Shipyards, Inc. P.O. Box 119 Jennings, LA 70546

Attn: Fred Stokes

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill: all time contracts are subject, without responsibility on our part, to delay in the case of strike, labor difficulties, fire or causes beyond our control: or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and / or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, wharfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and / or indemnity and / or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

Invoice for cleaning 267X50X12'-10 Cargo tanks, no coils; barge heavily coated, sides, bottoms, and internal structural small hole in #1 STB Tank.

Shift Vessel from North Side of yard to South Slip cleaning plant, last cargo; Crude. Butterworthed with steam, hot water, and detergent. Muck out Paraffin and Oily rust residue. Approximately 86 BBLs of heavy products. Rebutterworthed, steam pipe lines, drop lines in tank; including pump well, washed deck boxes and deck headers. Scraped wax and Paraffin from under floor and side angles. Marine chemist Required.

Obtained Marine Chemist Certificate, Safe for men, Safe for Hotwork; including Benzine test.

18 working days including 2 8hrs Saturdays.

522 man hrs labor cost	\$9,159.00
Materials Cost; flashlights, batteries, rubber gloves 253 gallons of Vermillion Rip Diesel for Boilers & Pump; 5352 Gallons Marine Chemist Certificate and Benzine Test TOTAL LABOR & MATERIALS State & Parish Taxes 6% INVOICE AMOUNT DUE	52.00 2,082.00 3,367.00 340.00 \$15,000.00 900.00 \$15,900.00

CHECKED BY: R.B. PUGH JR.

Soboly In

MARINE CHEMIST, INC. OF P.O. BOX 3602 BEAUMONT,	PEVAS 77704 MAKINE CHE	MIST CERTIFICATE
(409) 832-6409,898-4822, W.B. HATAWAY 537 K.L. ME	866-4223 WIG # 1282 RCER 577	SERIAL NO. F 50626
SBA S-V, urvey Requested by	HIGHTON JONES OF BONNEY OF AGENT	6-24-93 Date 14
rvey Requested by HTCO 2024	TANK BARGE	SBA/JENNINGS
ISOI /	Type of Vessel	Specific Location of Vessel
t Three (3) Cargoes	Tests Performed York IC	Time Survey Completed
D . D	SAFF FOR WORKERS - SAF	E FOR HOTINEY
FIREWATCH JAITH	CHARRED FIREHOSE RETOUL	RED.
		C - 11
STERN RAKE	SAFE FOR WORKERS -	SAFE FOR HOTWOR
CARGO TAUKS:		
	o/s SAFE FOR WO	RVIR 5
3.0 · La sella fi		
- 4 ./	SAFE FOR HOT	
PORCED HIR VINO	ULATION REQUIRED (MIN	
A 31 11 11 11 11 11 11 11 11 11 11 11 11	BENZLAL Y LESS;	HAN D.5 Ppm
	H25 - OPPM	
Carro Luca et T	PERWELL - WASHED ? J	) 0 A . N = D
SARGE DINJES & D		
	VALVES CLOSED	
	NOT SAFE FOR 1702	walt
	*	
In the event of any physical or atmosp	heric changes adversely affecting the STANDARD SAFETY DES	GNATIONS assigned to any
	, immediately stop all work and contact the undersigned Marine	
ments subject to gas accumulation, unless	anipulation of valves or closure equipment tending to alter cond specifically approved in this Certificate, requires inspection and s, heating coils, valves, and similarly enclosed appurtenances s	endorsement or reissue of Certificate
otherwise specifically designated.	paraphrased from NFPA 306 Subsections 2-3.1 through 2-3.5, and Subsection (	
SAFE FOR WORKERS: Means that in the compartme	ont or space so designated: (a) the oxygen content of the atmosphere is at least 19.5 ons; and that, (c) the residues are not capable of producing toxic materials under ex	percent by volume: and that, (b) toxic materials
as directed on the Marine Chemist's Certificate.	partment or space so designated, the requirements of Safe for Workers have no	
ENTER WITH RESTRICTIONS: Means that in any co	ompartment or space so designated, the requirements of Sale for workers have no ompartment or space so designated, entry for work may be made only if condition	
	nent so designated: (a) oxygen content of the atmosphere is at least 19.5 percent	
(c) the residues are not capable of producing a higher	that, (b) the concentration of flammable materials in the atmosphere is below 10 concentration than permitted by (b) above under existing atmospheric conditions	in the presence of fire, and while maintained as
directed on the Marine Chemist's Certificate; and f sufficiently to prevent the spread of fire, or are satisfact the Marine Chemist's requirements.	urther, that, (d) all adjacent spaces containing or having contained flammable torily inerted, or, in the case of fuel tanks or lube oil tanks, or engine room or fire roo	or compustible materials have been cleaned m bilges, have been treated in accordance with
NOT SAFE FOR HOT WORK: Means that in the co	npartment so designated, the requirements of Safe for Hot Work have not been	
SAFE FOR REPAIR YARD ENTRY: Means that the sampling stations, and results indicate the atmosphere.	compartments and spaces of the flammable cryogenic liquid carrier so designate are tested to be above 19.5 percent oxygen, and less than 10 percent of the low	d: (a) have been tested by sampling at remote er flammable limit, or (b) are inerted.

MARINE CHEMIST, INC. OF TEXAS

3 Signed NOTE: THIS CERTIFICATE IS VALID ONLY ON MARINE VESSELS

"The undersigned acknowledges receipt of this Certificate under Section 2-6 of NFPA 306 and understands conditions and limitations under which it was issued."

20M-2-88

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 306 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

RINE CHEMIST, INC. OF TEXAS 0. BOX 3602 BEAUMONT, TEXAS 777 109) 832-6409, 898-4822, 866-422 B. HATAWAY 537 K.L. MERCER 577			SERIAL NO. F 8360
SBA S/y	HIGHAN		1-11-94
HTCO. Z514	Vessel Owner or Agent	RGE	SBA S/Y
sel	Type of Vessel		Specific Location of Ves
t Three (3) Cargoes	Tests Performed	ISUAL	5 10 0 PM Time Survey Comple
, , , , , , , , , , , , , , , , , , , ,		and the	
ALL CLARGO TANKS (#1-	6P15)-5	AFE FOR	WIORKERS
			HOTWORK
	Λ.	IR Blow	TER REQUIRED
	F	or whorke	ERS (MIN 500 CFM
CARGO VALVES	- Of	DEN, AIR	BLOWN,
Drep well Pump	/		
	/		
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		COLO NI.	
DECK SCOPTING	- SAF	* FOR +	for work
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FORMARD + AFTER	AKES -	SOME F	COATROAT
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	Q		PIRE Hose
		SAFEF	or Hor Inlore
		*	
In the event of any physical or atmospheric changes a of the above spaces, or if in any doubt, immediately s	adversely affecting the S top all work and contact	TANDARD SAFETY Di	ESIGNATIONS assigned to any ine Chemist.
QUALIFICATIONS: Transfer of ballast or manipulation of v	alves or closure equipme	ent tending to alter co	nditions in pipe lines, tanks or compart- nd endorsement or reissue of Certificate
for the spaces so affected. All lines, vents, heating coils, otherwise specifically designated.	valves, and similarly en	iclosed appurtenance	s shall be considered "not safe" unless
STANDARD SAFETY DESIGNATIONS (partial list, paraphrased from N SAFE FOR WORKERS: Means that in the compartment or space so design	nated: (a) the oxygen content o	f the atmosphere is at least 1	19.5 percent by volume; and that, (b) toxic materials
in the atmosphere are within permissible concentrations; and that, (c) the as directed on the Marine Chemist's Certificate.			
NOT SAFE FOR WORKERS: Means that in the compartment or space ENTER WITH RESTRICTIONS: Means that in any compartment or space			
time are as specified. <u>SAFE FOR HOT WORK</u> : Means that in the compartment so designated:			
or where external hot work is to be performed; and that, (b) the concentration (c) the residues are not capable of producing a higher concentration than directed on the Marine Chemist's Certificate; and further, that, (d) all a sufficiently to prevent the spread of fire, or are satisfactorily inerted, or, in the spread of	permitted by (b) above under e adjacent spaces containing or	xisting atmospheric condition having contained flammal	ons in the presence of fire, and while maintained as ble or combustible materials have been cleaned
the Marine Chemist's requirements.  NOT SAFE FOR HOT WORK: Means that in the compartment so design SAFE FOR REPAIR YARD ENTRY: Means that the compartments and the compartments are compartments.			
sampling stations, and results indicate the atmosphere tested to be about CHEMIST'S ENDORSEMENT. This is to certify that I have personally of	ove 19.5 percent oxygen, and li determined that all spaces in the	ess than 10 percent of the	lower flammable limit, or (b) are inerted.
	ite accioned decionation		
Vessels and have found the condition of each to be in accordance with ne undersigned acknowledges receipt of this Certificate under Section 2-6 of NFPA derstands conditions and limitations under which it was issued."	306 and This Certificate	e is based on conditions existing to compliance with all qualifical	g at the time the inspection herein set forth was completed tions and instructions.
Vessels and have found the condition of each to be in accordance with ne undersigned acknowledges receipt of this Certificate under Section 2-6 of NFPA	306 and This Certificate	e is based on conditions existing to compliance with all qualifical	g at the time the inspection herein set forth was completed tions and instructions.



P.O. BOX 1386 ENNINGS, LOUISIANA 70546 PHONE )318) 824-1519

TANK BARGE "HTCo 2514" and/or OWNERS, and/or CHARTERS, HIGMAN TOWING COMPANY P.O. BOX 908 ORANGE, TX 77603

INVOICE N	, 1	-1(94)		
INVOICE IN	O	1301		
WORK ORDE	R NO			
NATE	JAN	13, <sub>19</sub> 12403	94	
UNIE	#	12403		
P.O. NO				

ATTN: MR JOHN LABORDED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vester we have a lien upon the vessel for our bill: all time contracts are subject, without responsibility on our part, to delay in the case of strike, labor difficulties, are or causes beyond our control: or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and / or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, wharfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and / or indemnity and / or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

WE INVOICE YOUR ACCOUNT FOR GAS FREEING, AND CLEANING HEAVY RESIDUE FOR 12 CARGO TANKS AND CLEANING DECK FUEL TANK.

MADE TEMPORARY REPAIRS TO STEAM DECK HEADERS IN ORDER TO HEAT TANKS. STEAM AND AIR BLOW DECK AND INTERNAL PIPING, INCLUDING PUMP WELL. FILL AND BUCKET OUT APPROXIMATELY 90 BBLS OF B.S.& W. MIX WITH SAND FOR DISPOSAL. CERTIFICATE SAFE FOR PERSONNEL & FIRE.

GAS FREE CHEMIST CERTIFICATE \$ 300.00
956 TOTAL MAN HRS @ \$20.00 PER MAN HR 19,120.00
MATERIALS: 9370 GALLONS DIESEL FUEL FOR
BOILER AND PUMP 5,024.00
58 GALLONS OF DETERGENT 1,270.00
RAINSUITS, BOOTS, SAND, AND
RUBBER GLOVES FOR MIXING
B.S.& W 136.00
TOTAL LABOR & MATERIALS \$25,850.00
PLUS 1% OUT OF STATE TAXES
(UNLESS EXEMPTION FURNISHED)
INVOICE AMOUNT DUE \$26,108.50

CHECKED BY:

CAROLYN L. KILBURN

## SBA SHIPYARDS, INC.

# Work Order

Work Order No. PREPARED BY:\_ NAME OF YESSEL OR EQUIPMENTS Poult ORDER NO - 19 HN DATE COMPLETED DATE BILLED\_ INVOICE NO. WORK TO BE DONE

# SBA SHIPYARDS, INC.

# Work Order

ω/ο No. 1243	
PREPARED BY: DATE 4-8-92	•
NAME OF VESSEL OR EQUIPMENTS TANK BARAR 5-2014 and or.	
oungry and or charters - Heavy Tour Tour Tour	_
OWNER: 10 NEC UAC. SHIPM arch; CUST. ORDER NO. PAR. C. C. LEY.	
DATE STARTED LO-PULL CENTRE CONFICTED COST. ORDER TO. 4-15-92.	
THE MANUE NO.	<del></del> -
WORK TO BE DONE:	27.1
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/3/7 vey Requested by	Vessel Own	ner or Agent	4/ - 23 95 Date
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och	Type of	Vessel	Specific Location of Vess
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	/ /		
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In the event of any physical or atmospher of the above spaces, or if in any doubt, im			
QUALIFICATIONS: Transfer of ballast or manij ments subject to gas accumulation, unless sp			
for the spaces so affected. All lines, vents, he otherwise specifically designated.			
STANDARD SAFETY DESIGNATIONS (partial list, para			
SAFE FOR WORKERS: Means that in the compartment or in the atmosphere are within permissible concentrations;			
as directed on the Marine Chemist's Certificate.  NOT SAFE FOR WORKERS: Means that in the compart	tment or space so designated, t	he requirements of Safe for Workers have	not been met.
ENTER WITH RESTRICTIONS: Means that in any compatime are as specified.	artment or space so designated,	entry for work may be made only if condition	ons of proper protective equipment, clothing, and
SAFE FOR HOT WORK: Means that in the compartment or where external hot work is to be performed; and that,	so designated: (a) oxygen conte	nt of the atmosphere is at least 19.5 percen	t by volume, with the exception of inerted spaces
(c) the residues are not capable of producing a higher con directed on the Marine Chemist's Certificate: and further	centration than permitted by (b) a er, that, (d) all adjacent spaces	above under existing atmospheric condition containing or having contained flammable	is in the presence of fire, and white maintained as
sufficiently to prevent the spread of fire, or are satisfactorily the Marine Chemist's requirements.	y inerted, or, in the case of fuel ta	nks or lube oil tanks, or engine room or fire ro	om bilges, have been treated in accordance with
NOT SAFE FOR HOT WORK: Means that in the compar			
SAFE FOR REPAIR YARD ENTRY: Means that the comp sampling stations, and results indicate the atmosphere to	ested to be above 19.5 percent	oxygen, and less than 10 percent of the lo	wer flammable limit, or (b) are inerted.
CHEMIST'S ENDORSEMENT. This is to certify that I have found the condition of each to be in ac	ve personally determined that a ccordance with its assigned des	signation.	
e undersigned acknowledges receipt of this Certificate under Sect erstands conditions and limitations under which it was issued."	tion 2-6 of NFPA 306 and	This Certificate is based on conditions existing a issued subject to compliance with all qualification	at the time the inspection herein set forth was completed and
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Name Company	Manual Manual Comment	Date Signed Marine Chem	ist Certificate No



P.O. BOX 1386

JENNINGS, LOUISIANA 70546

PHONE )318) 824-1519

6-OIL BARGE "HTCo 2513"
and/or CHARTERS, and/or OWNERS,
HIGMAN TOWING COMPANY INC.
P.O. BOX 908
ORANGE, TEXAS 77630

ATTN: MR. JOHN LABORDE LETTER CLAUSE

INVOICE	NO4	-7(94)		
WORK OR	DER NO	#1308		
DATE	APR	29,19	94	
P.O. NO				

We contract only upon the following terms. applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill: all time contracts are subject, without responsibility on our part, to delay in the case of strike, labor difficulties, fire or causes beyond our control: or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and / or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, wharfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and / or indemnity and / or insurance clauses, if any, contained in your specifications, relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

# WE INVOICE YOUR ACCOUNT FOR THE FOLLOWING SERVICES PERFORMED ON HTCO-2513;

GAS FREE & CLEAN 6-OIL BARGE TO INCLUDE STEAM COILS, PUMP WELLS, PIPE LINES, AND DECK BOXES. IF REOUIRED SCRAPE UNDER STRUCTURAL AND BOTTOM AND SIDES AS REQUIRED TO OBTAIN CHEMIST CERTIFICATE, SAFE FOR MEN, AND SAFE FOR FIRE. BUCKET TO BBLS AND DUMP PRODUCTS IN OIL PIT AS REQUIRED, MIXING WITH SAND TO DISPOSE HYDRO-TEST PIPE LINES AND DECK HEADERS OF AS SOLID WASTE. LINES AND PUMP WATER REQUESTED BY RANDY, FROM DROP CHEMICAL AND WASH DECK AND FITTINGS TO REMOVE OIL RESIDUE FROM DECK AND HATCHES.

1285 MAN HRS @ \$17.50 PER MAN HR.....\$22,487.50

DIESEL FOR BOILER, PUMPS, AND AIR COMPRESSOR... 3,776.40

3. DETERGENT AND CHEMICAL..... 982.00

5. GAS FREE CHEMIST CERTIFICATE..... 330.00

Nº 1308

# SBA SHIPYARDS, INC.

# Work Order

work Order No. 1 3 0 0
EPARED BY: LOUIS Calado DATE 11-5-94-
ME OF VESSEL OR EQUIPMENT: bail Barge HTco. 2513 and for owners
and on Charter - Higman Barge lines - Inc -
WNER: Change TexAs - FO. Box CUST. ORDER NO. JOHN LA LONGE -
TE STARTED 908 - 77630 - DATE COMPLETED
DATE BILLEDINVOICE NO
ORK TO BE DONE:
La Che Fren & Clean local Baron to molide
Steam Coils - Pump well - Pipe lines, dich.
Boxes & Fit want, Scrope under Structural
and Bittom & Sides as respected to -
abtain, Chemist Cerlificate, Sofe For mon
Sale For fire - Bucket to BBle & dump
Products - in OI Pit - au reget
2- Gas Free Chemist Cost-
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.O. BOX 3602 BEAUMONT, TI 409) 832-6409, 898-4822,	EXAS 77704 866-4223		IST CERTIFICATE BIAL NO. F 77534
.B. HATAWAY 537 K.L. MERC	4700		7-6-99
rvey Requested by	Vessel Owner or Age	nt	Date
4700 3001	Type of Vessel	7RCE 5/3	Specific Location of Vesse
EROSENE, PRINGE,		LEL Visure	1100 pm
t Three (3) Cargoes	Tests Performed		Time Survey Complete
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BOW KAKE			
STEPEN RAKE			
	) AFE	FOR GLOP	KERS
Wind Vois D.B.	/ SMF E.,	FOR HORN	ORK
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port / 5730 /	REGD. IN	WORK IAN	· Cun soron
j			
CARGO VANKS:	*		
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per / 5,780		ULR BOTTOM	
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In the event of any physical or atmosph	eric changes adversely affecting th	e STANDARD SAFETY DESIGNAT	IONS assigned to any
of the above spaces, or if in any doubt,	immediately stop all work and continuing a continuing and continuing a continuing and continuing	act the undersigned Marine Chem pment tending to alter conditions	ist. In pipe lines, tanks or compart-
ments subject to gas accumulation, unless s for the spaces so affected. All lines, vents, otherwise specifically designated.	pecifically approved in this Certifical heating coils, valves, and similarly	ate, requires inspection and endor renclosed appurtenances shall b	sement or reissue of Certificate e considered "not safe" unless
STANDARD SAFETY DESIGNATIONS (partial list, pa SAFE FOR WORKERS: Means that in the compartment	t or space so designated: (a) the oxygen conte	ent of the atmosphere is at least 19.5 percer	t by volume; and that, (b) toxic materials
in the atmosphere are within permissible concentration as directed on the Marine Chemist's Certificate.			
NOT SAFE FOR WORKERS: Means that in the compa ENTER WITH RESTRICTIONS: Means that in any com- time are as specified.			
SAFE FOR HOT WORK: Means that in the compartment or where external hot work is to be performed; and the	at, (b) the concentration of flammable materi concentration than permitted by (b) above und ther, that, (d) all adjacent spaces containing	lals in the atmosphere is below 10 percenter existing atmospheric conditions in the page or having contained flammable or com	t of the lower flammable limit; and that, resence of fire, and while maintained as bustible materials have been cleaned
directed on the Marine Chemist's Certificate; and fur sufficiently to prevent the spread of fire, or are satisfactor	orily inerted, or, in the case of fuel tanks or lube		
directed on the Marine Chemist's Certificate; and fur	partment so designated, the requirements of empartments and spaces of the flammable cr	ryogenic liquid carrier so designated: (a) h	
directed on the Marine Chemist's Certificate; and fur sufficiently to prevent the spread of fire, or are satisfactor the Marine Chemist's requirements.  NOT SAFE FOR HOT WORK: Means that in the company safe FOR REPAIR YARD ENTRY: Means that the consampling stations, and results indicate the atmosphere CHEMIST'S ENDORSEMENT. This is to certify that it Vessels and have found the condition of each to be in	partment so designated, the requirements of impartments and spaces of the flammable cr e tested to be above 19.5 percent oxygen, a have personally determined that all spaces in accordance with its assigned designation.	ryogenic liquid carrier so designated: (a) h nd less than 10 percent of the lower flam in the foregoing list are in accordance with	nable limit, or (b) are inerted.  NFPA 306 Control of Gas Hazards on
directed on the Marine Chemist's Certificate; and fur sufficiently to prevent the spread of fire, or are satisfactor the Marine Chemist's requirements.  NOT SAFE FOR HOT WORK: Means that in the company safe for REPAIR YARD ENTRY: Means that the cosampling stations, and results indicate the atmosphere CHEMIST'S ENDORSEMENT. This is to certify that it	partment so designated, the requirements of oppartments and spaces of the flammable or e tested to be above 19.5 percent oxygen, a have personally determined that all spaces in accordance with its assigned designation. Section 2-6 of NFPA 306 and This Certification.	ryogenic liquid carrier so designated: (a) h and less than 10 percent of the lower flam	nable limit, or (b) are inerted.  NFPA 306 Control of Gas Hazards on the inspection herein set forth was completed an



P.O. BOX 1386
JENNINGS, LOUISIANA 70546
PHONE )318) 824-1519

DOUBLE SKIN TANK BARGE "HTCO-3001" and/or OWNERS, and/or CHARTERS, HIGMAN TOWING COMPANY P.O. BOX 908 ORANGE, TX 77630

NVOICE NO			1322	
WORK ORDER	NO			
DATE	JULY	11,19	94	
		L3459		
P.O. NO	<del> </del>			

7-1(94)

ATTN: MR. JOHN LABORDE RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill: all time contracts are subject, without responsibility on our part, to delay in the case of strike, labor difficulties, fire or causes beyond our control: or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and / or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, wharfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and / or indemnity and / or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

WE INVOICE YOUR ACCOUNT FOR GAS FREEING 300'X54'X15' BARGE WITH (10) CARGO TANKS AS REQUESTED BY MR. JOHN LABORDE ON 7/4/94; DOUBLE TIME AND A HALF FOR HOLIDAY WAS AUTHORIZED.

1. SHIFTED BARGE UP TO CLEANING PLANT, AND HAD COMPETENT PERSON CHECK VESSEL CARGO TANKS, RAKE ENDS, DOUBLE BOTTOMS, AND WING TANKS. CONNECTED YARD PUMP SUCTION HOSE TO PIPELINE USED STEAM ON HEATING COILS, BUTTERWORTHED (10) CARGO TANKS, STEAMED AND BLEW HEADERS AND CARGO PIPING. BALLASTED FRWD \$1 TANKS TO CLEAN AFTER TANKS, PUMPED BALLAST FROM \$1 TANKS. BALLASTED AFTER TANKS WITH RIVER WATER; BUTTERWORTHED (8) REMAINING TANKS, UNTIL WATER CLEARED IN ALL TANKS. CALLED CHEMIST FOR INSPECTION AT NOON, 7-6-94 AND AT HIS REQUEST WATER WAS DISTRIBUTED OVER BOTTOMS OF CARGO TANKS, HAD TO LEAVE 18" OF WATER IN \$5 TANKS IN ORDER TO KEEP BARGE ON EVEN KEEL. SHIFTED BARGE 7-7-94 FROM CLEANING PLANT TO BARGE WAYS AT LEEVAC SOUTH(S.B.A. YARD).

45 MAN HRS	ON 7-4-94	<b>9 \$36.00</b>	PER MAN HR\$1,620.00
58 MAN HRS	7-5-94 TO	7-7-94 @	\$18.50 PER MAN HR 1,073.00

\*PRICE DOES NOT INCLUDE PUMPING AND DRYING

# SBA SHIPYARDS, INC.

# Work Order

Work Order No. 1322

PARED BY: Carolyn L	'kieburn	)	DA	TE 00-2	19-94
PARED BY: Carolyn &	HT Co - 3	300 /	- Joh	n Las	Borde
NER: Higman Towing TE STARTED DE 194	-Co		CUST. ORDER N	10. P/0#	13459
TE STARTED 07 94		DATE (	COMPLETED		
	DATE BILLED				
ORK TO BE DONE:					
1. Butterworth with approx Overtime on	to gas	bree .	rover to	ink bo	attoms
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Overtime on	4th July -	auth	orized.	····	
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(ARD DIST.: R.B. Don	ald Lopez Ne	al R.	Smaihall	Other:	



P.O. BOX 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

T Double Skin Tank Barge "HTCo-3001" and/or CHARTERS, and/or OWNERS, HIGMAN TOWING COMPANY P.O. Box 908 Orange, TX 77630

INVOICE NO. 7-5(94)	
WORK ORDER NO. 1322-A	
DATE July 15, 19	94
P.O. NO. 13459	

Attn: John LaBorde

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill: all time contracts are subject, without responsibility on our part, to delay in the case of strike, labor difficulties, fire or causes beyond our control: or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and / or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, wharfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and / or indemnity and / or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

We invoice your account for shifting vessel from wage slip back to cleaning plant. Pumped water from tank bottoms and ballast water from #5 P/A tanks. Picked up and dried as much water as possible from tanks after pumping Clean areas of deck and around hatches.

68 man hrs @ \$18.50 per man hr\$1,	258.00
Diesel for compressor & yard pump	89.00
Detergent for cleaning deck & hatches	30.00
Flashlight batteries	8.00
INVOICE AMOUNT DUE	385.00

Pud

CHECKED BY:

Carolyn L. Kilburn

MARINE CHEMIST, INC. OF TEXAS P.O.BOX 3602, BEAUMONT, TEXAS 77704 (409) 832-6409 W.B. HATAWAY #537 K.L. MERCER #577 PAUL WEBSTER #675.

## MARINE CHEMIST CERTIFICATE SERIAL NO. G 31502

Survey Requested by		
Survey Requested by	Vessel Owner or Agent	Date
HTC 0-3004	Type of Vessel	Specific Location of Vessel
		1630
CRUDE OIL (X 3) Last Three (3) Cargoes	Oz , LEL, VISUAL, TEXKITY	Time Survey Completed
Last Tillee (5) Calgues		
CARGO TANKS	GENERALLY CLEAN, O	20.8% 02, 0% LEL
Nos. 1-2-3-4-5	PORT STED / CO.S FOM BENI	ERAR. CARGO LINES
	WASHED DRAWED, V.	ALVES LLOSED SELVEED
	STEAM COILS BLOW	IN WITH AIR -
	SAFE FOR	WORKERS
	SAFE FOR 1	40T-WORK
	MANTAN FORCED	- AIR VENTILATION (MIN 1000 CEN
BOW RAKE VOID	12-TANKS 20.89	7002,0% LEL
STERN RAKE VOID	SAFE FOR	a Wakkas
WING DOUBLE BOTTOM V	OIDS SAFE FOR	Hor-WORK
Nos. 1-2-3-4-5	PORT 3 STEDY MAINTAIN FURCED	-AIR VENTILOTEN (MIN 1000 FFM
		- 0.4 0.7 0.8
	10.#	7196-8788
		- 1 T
		-

In the event of any physical or atmospheric changes adversely affecting the STANDARD SAFETY DESIGNATIONS assigned to any of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned Marine Chemist.

QUALIFICATIONS: Movement of vessels from original location, transfer of ballast, or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or reissue of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

STANDARD SAFETY DESIGNATIONS (partial list, paraphrased from NFPA 306 Subsections 2-3.1 through 2-3.5, and Subsection 6-3.2)

SAFE FOR WORKERS: Means that in the compartment or space so designated: (a) the oxygen content of the atmosphere is at least 19.5 percent by volume; and that, (b) toxic materials in the atmosphere are within permissible concentrations; and that, (c) the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

NOT SAFE FOR WORKERS: Means that in the compartment or space so designated, the requirements of Safe for Workers have not been met.

ENTER WITH RESTRICTIONS: Means that in any compartment or space so designated, entry for work may be made only if conditions of proper protective equipment, clothing, and time are as specified.

SAFE FOR HOT WORK: Means that in the compartment so designated: (a) oxygen content of the atmosphere is at least 19.5 percent by volume, with the exception of inerted spaces or where external hot work is to be performed; and that, (b) the concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (c) the residues are not capable of producing a higher concentration than permitted by (b) above under existing atmospheric conditions in the presence of fire, and while maintained as directed on the Marine Chemist's Certificate; and further, that, (d) all adjacent spaces containing or having contained flammable or combustible materials have been cleaned sufficiently to prevent the spread of fire, or are satisfactorily inerted, or, in the case of fuel tanks or lube oil tanks, or engine room or fire room bilges, have been treated in accordance with the Marine Chemist's requirements.

NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the flammable cryogenic liquid carrier so designated: (a) have been tested by sampling at remote sampling stations, and results indicate the atmosphere tested to be above 19.5 percent oxygen, and less than 10 percent of the lower flammable limit, or (b) are inerted.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 306 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is

ledges receipt of this Certificate under Section 2-6 of NFPA 306 and understands conditions and fimitations under which it was issued.

Signed.

MARINE CHEMIST, INC. OF TEXAS
P.O.BOX 3602, BEAUMONT, TEXAS 77704
(409) 832-6409 W.B. HATAWAY #537
K.L. MERCER #577 PAUL WEBSTER #675

# MARINE CHEMIST CERTIFICATE SERIAL NO. G 31502

erval shipyards	Historia Toward Con	3-01-95
ey Requested by	HIEMAN TOWING Co. Vessel Owner or Agent	Date
TCO-3004	TIPNIK BARGE Type of Vessel	LEEVAC 1881, JENNINGS LA
sel .	••	Specific Location of Vessel
Lude OIL (x 3)	O2 LEL VISUAL TEXKLITY Tests Performed	1630
Three (3) Cargoes	Tests Performed	Time Survey Completed
CARGO TANKS	<b>\</b>	20.8% Oz., 0% LEL
Nos. 1-2-3-4-5 Pa	AT; STBD / CO.S PAM BEN	ERNE. CARGO LINES
	•	ALVES CLOSED; SECURED
	STEAM COILS BLOW	IN WITH AIR.
	SAFE FOR	<b>(A)</b>
	SAFR FOR	Ware- 1 lage
	JAFR FOR !	TOT - WOOK
	MANTAN FREEFA	- AIR VENTILATION (MIN 1000 CEN)
	THE POLICE OF THE PROPERTY OF THE POLICE OF	THIS VERY TRANSPORTED TO
		/ />
BOW RAKE VOID	12-TANKS 20.8	7.02,07, LEL
STERN RAKE VOID	SAFR FO	a liberars
WING DOUBLE BOTTOM VOI	s SAFR FOR	
Noż. 1-2-3-4-5	_ /(2)	-AIR VENTILATION (MIN 1800 CEM)
	70.#	7/96-8788

S.B.A. SHIPYARDS, INC. 9040 CASTEX LDG. P.O. BOX 1386 JENNINGS, LA 70546

> INVOICE # 3-1(95) WORK ORDER # 1346 MARCH 6, 1995 P.O. #14550

DOUBLE SKIN TANK BARGE "HTCO 3004" and/or OWNERS, and/or CHARTERS, HIGMAN TOWING COMPANY P.O. BOX 908 ORANGE, TX 77630

ATTN: MR. JOHN LABORDE

WE INVOICE YOUR ACCOUNT FOR GAS FREEING AND CLEANING DOUBLE SKIN TANK BARGE 300'X54'X15' WITH 10 CARGO TANKS; SAFE FOR MEN AND SAFE FOR FIRE AS FOLLOWS;

1.	OPEN VESSEL, TANK TRUNK HATCHES, WING TANK HATCHES AND BUTTERWORTH HATCHES. HAVE COMPETENT PERSON TO CHECK VESSEL EACH DAY BEFORE WORK COMMENCEMENT AND AS REQUIRED. BALLAST AFTER RAKE TO BUTTERWORTH (8) FORWARD TANKS. REMOVE BALLAST FROM AFTER RAKE TO BUTTERWORTH AFTER #5 TANKS WATER WASH (8) FWD TANKS BEFORE REMOVING BALLAST FROM AFTER RAKE. PICKED UP REMAINING RESIDUE AND BUCKETED OUT OF TANKS. VESSEL CLEANING STARTED 2-23-95 AND WAS COMPLETED ON 3-1-95 AND CALLED CHEMIST FOR IN- SPECTION COMPLETED AT 3:25PM ON 3-1-95; CERTIFI- CATE ISSUED TO LEEVAC SOUTH. 8 HRS OVERTIME; 4 MEN SATURDAY @ \$36.00 PER MAN HR\$1,152.00 189 HRS STRAIGHT TIME HRS @ \$20.00 PER MAN HR
2.	3 MAN HRS COMPETENT PERSON @ \$23.00 PER MAN HR
3.	A) BOILER FUEL, COMPRESSOR AND PUMP FUEL 1,913.00 B) DETERGENT AND CHEMICAL 521.00 C) FLASHLIGHT BATTERIES, PROTECTIVE GEAR 38.00 TOTAL LABOR AND MATERIAL \$7,473.00 1% OUT OF STATE TAX(UNLESS EXEMPT FURNISHED). 74.73 INVOICE AMOUNT DUE \$7,547.73

Nº 1346

# SBA SHIPYARDS, INC.

# Work Order

Work Order No.\_ NAME OF VESSEL OR EQUIPMENT: HTCO \_cust. Order No. Randu DATE STARTED\_ DATE COMPLETED DATE BILLED\_\_\_ INVOICE NO. WORK TO BE DONE: (1)

1392,46



P.O. BOX 1386

JENNINGS. LOUISIANA 70546

PHONE )318) 824-1519

DOUBLE SKIN TANK BARGE "HTCO-3004" AND/OR OWNERS, AND/OR CHARTERS, HIGMAN TOWING COMPANY P.O. BOX 908 ORANGE, TEXAS 77630

P.O. NO. 14550

1346

INVOICE NO. 3-1 (95)

WORK ORDER NO.

ATTN: MR. JOHN LABORDE LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill: all time contracts are subject, without responsibility on our part, to delay in the case of strike, labor difficulties, fire or causes beyond our control: or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and / or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, wharfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and / or indemnity and / or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

WE INVOICE YOUR ACCOUNT FOR GAS FREEING AND CLEANING DOUBLE SKIN TANK BARGE 300' X 54' X 15' INCLUDES (10) CARGO TANKS; SAFE FOR MEN AND SAFE FOR FIRE.

k. Obun

CHECKED BY:

CAROLYN L. KILBURN



P.O. BOX 1386

JENNINGS. LOUISIANA 70546 PHONE )318) 824-1519

INLAND TANK BARGE S-2014 and/or CHARTERS, HIGMAN TOWING COMPANY P.O. Box 908

Attn: Randy Laughlin

INVOICE NO7-6(95)	
WORK ORDER NO. 1362	
DATE_July 6, 19_95	
P.O. NO. 15353	

#### RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill: all time contracts are subject, without responsibility on our part, to delay in the case of strike, labor difficulties, fire or causes beyond our control: or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and / or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, wharfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and / or indemnity and / or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

We invoice your account for cleaning and gas freeing (4) aft cargo tanks and air drafting (6) forward cargo tanks, blowing pipelines into #5 P/S, opening and cleaning pump well and resecuring. Clean out hatch after cleaning pump well and shifting to cleaning plant.

- Connect discharge header to dock, pump, open hatches on #4 P/S and #5 P/S cargo tanks. Ballast after rake, butterworth, steam, and hot water wash #4 P/S tanks, transfer ballast to fwd rake, butterworth #5 P/S tanks, steam and hot water wash, then hand rinsed and picked up residue after opening cargo pump well draining well, then resecure hatch. Stripped water from #4 P/S tanks. Drafted (6) fwd cargo tanks, pumped ballast from bow rake tanks. Barge picked up by leevac tug at approximately 3:30 p.m. on 6-29-95.
- 127 man hrs @ \$20.00 per man hr.....\$2,540.00 2. Compentent person checking vessel.

CHECKED BY Carolyn L. Kilburn



P.O. BOX 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

TANK BARGE "S-2011" and/or OWNERS, and/or CHARTERS HIGMAN TOWING COMPANY P.O. BOX 908 ORANGE, TX 77630

ATTN: MR. JOHN LABORDE

**RED LETTER CLAUSE** 

INVOICE	, 1	2-1(9	95)	
INVOICE	137	4		
WORK ORI	DER NO			
DATE	DEC 1	20,	95	
DATE	1	6091	_19	
P.O. NO				

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill: all time contracts are subject, without responsibility on our part, to delay in the case of strike, labor difficulties, fire or causes beyond our control: or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and / or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, wharfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and / or indemnity and / or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

In connection with our Barge Cleaning Operations, S.B.A. is only responsible for the residue or products (B.S. & W.) that can be washed and pumped from the vessel. Any residue that has to be dug out, will be placed in containment or storage area, impounded, and become the property of the Barge or vessel owner, and must be moved from S.B.A. property for disposal within 90 days.

1. WE INVOICE YOUR ACCOUNT FOR THE CLEANING OF CRUDE OIL TANK BARGE "S-2011"

INVOICE AMOUNT DUE \$7,480.00

CHECKED BY:

CAROLYN I. KILBURN

#### S.B.A. SHIPYARDS, INC. 9040 CASTEX LDG. P.O. BOX 1386 JENNINGS, LA 70546

INVOICE # 12-1(95) WORK ORDER # 1374 DECEMBER 20, 1995 P/O # 16091

46.00

TANK BARGE "S-2011" and/or OWNERS, and/or CHARTERS, HIGMAN TOWING COMPANY P.O. BOX 908 ORANGE, TX 77630

ATTN: JOHN LABORDE

215 MAN HRS TOTAL LABOR

WE INVOICE YOUR ACCOUNT FOR CLEANING CRUDE OIL TANK BARGE, S-2011 AS REQUIRED BY MARINE CHEMIST FROM BATON ROUGE, AS FOLLOWS; CHEMIST WAS EVANS RUSTAB WAS HERE AT YARD FRIDAY AT 12 NOON AND RETURNED SATURDAY MORNING AT APPROXIMATELY 10:30A.M. TIL VESSEL LEFT AT 5:00PM SATURDAY EVENING ON 12-16-95.

1. OPEN DECK BUTTERWORTH HATCHES. BALLAST AFTER RAKE. CONNECT YARD PUMP TO PIPELINE BARGE DISCHARGE HEADER. PLACED LIVE STEAM PERFORATED Hose IN TANKS FORWARD 1'S/PORT AND STARBOARD AND 2'S PORT AND STARBOARD. AS INSTRUCTED BY CHEMIST STEAMED AND BUTTERWORTHED THE FOUR FORWARD TANKS APPROXIMATELY 3 HRS EACH OR UNTIL WATER CLEARED. STARTED BUTTERWORTHING, 3'S/PORT STARBOARD AND 4'S/PORT AND STARBOARD WHILE PICKING UP IN FRONT 4 PRESSURE WASHED AND PICKED UP RESIDUE. REMOVING BY SHOVEL AND BUCKETS TO DUMP BOX ON DECK. PLACED AND REMOVED BOXES WITH YARD CRANE TO DISPOSAL AREA APPROXIMATELY 21 BBLS OF SLUDGE AND WAX WAS REMOVED FROM KNUCKLES AND BHD'S . PUMPED BALLAST FROM AFTER RAKE TO BUTTERWORTH #5'S/PORT AND STARBOARD TANKS STRIP WITH WATER FROM (6) YANKS THAT WERE BUTTERWORTHED. CONNECTED STEAM LINE TO DECK HEADER TO STEAM AND BLOW. PIPELINE PICKED UP AND BUCKETED OUT RESIDUE. INTO #1 TANKS. REWASHED TANK #1 PORT AS DIRECTED BY CHEMIST. CERTIFICATE FOR PERSONNEL AND HOT WORK TO BE ISSUED AT LEEVAC YARD.

2. COMPETENT PERSON CHECKING BARGE AS REQUIRED

2 MAN HRS @ \$23.00 PER MAN HR......

TANK BARGE "S-2011" HIGMAN TOWING CO	PAGE 2	W/O # 1374 DEC 20, 1995
3. CRANE SERVICE REMOVING	AND DUMPING BOXES, PUMPS,	
AND DISCHARGE TO YARD PUMP	TO AND FROM BARGE.	
1 HR @ \$30.00 PER HR	• • • • • • • • • • • • • • • • • • • •	30.00
4. MATERIALS AND SUPPLIES;	•	
A) DIESEL FUEL FOR AIR	COMPRESSOR, BOILERS, AND	
PUMPS. 2,534 GAL @ \$	.72 PER GAL	1,824.00
B) RIP DETERGENT 48 GAL	S @ \$8.30 PER GAL	398.00
C) FLASHLIGHT BATTERIES	AND RUBBER GLOVES	25.00
D) (3 50# SACK OF SLACK	LIME AND (1) 50# OF	
NITROGEN		28.00
	2,275 + 10%	
•	· E	

SBA SHIPYARDS, INC. Work Order CUST. ORDER NO. JOHN 77630DATE COMPLETED DATE BILLED tur worth & Chock Find Rohe - For. Probley at he vac North

12,616.29 10,29,600 10,29,000

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P.O. BOX 1386
JENNINGS, LOUISIANA 70546
PHONE (318) 824-1519

TANK BARGE "S-2020" and/or CHARTERS, and/or OWNERS, HIGMAN TOWING COMPANY P.O. BOX 908 ORANGE, TX 77630

ATTN: RANDY LAUGHLIN RED LETTER CLAUSE

INVOICE NO. 2-4(96)	
WORK ORDER NO. 1379	
DATE FEB 29, 19_9	6
P.O. NO. 16472	

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill: all time contracts are subject, without responsibility on our part, to delay in the case of strike, labor difficulties, fire or causes beyond our control: or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and / or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, wharfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and / or indemnity and / or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

In connection with our Barge Cleaning Operations, S.B.A. is only responsible for the residue or products (B.S. & W.) that can be washed and pumped from the vessel. Any residue that has to be dug out, will be placed in containment or storage area, impounded, and become the property of the Barge or vessel owner, and must be moved from S.B.A. property for disposal within 90 days.

 WE INVOICE YOUR ACCOUNT FOR GAS FREEING AND CLEANING 10 CARGO TANKS. TANK BARGE "S-2020 AS FOLLOWS;

INVOICE AMOUNT \$13,616.00

CHECKED BY:

CAROLYN L. KILBURN

S.B.A. SHIPYARDS, INC. 9040 CASTEX LDG. P.O. BOX 1386 JENNINGS, LA 70546

> INVOICE #2-4(96) W/O # 1379 FEBRUARY 29, 1996 P/O # 16472

TANK BARGE "S-2020" and/or OWNERS, and/or CHARTERS, P.O. BOX 908 ORANGE, TX 77630

ATTN: RANDY LAUGHLIN

WE INVOICE YOUR ACCOUNT FOR CLEANING TANK BARGE "S-2020" WITH HEAVY CRUDE AND RUST IN 10 CARGO TANKS AS FOLLOWS;

1. SHIFTED VESSEL TO CLEANING PLANT, CONNECTED SUCTION HOSE DOCK PUMP TO HEADER ON BARGE DECK. OPENED HATCHES, STEAMED AND BUTTERWORTHED TWO #5 TANKS. PUMPED BALLAST WATER FROM #1 TANKS. STEAMED AND BUTTERWORTHED #4'S, #3'S, #2'S, AND #1'S PORT AND STARBOARD. PUMPED WATER INTO AFTER RAKE BEFORE BUTTERWORTHING FORWARD TANK TO TRIM VESSEL. STARTED CREW PICKING UP PARAFFIN, RUST, AND SLUDGE AFTER BUTTERWORTHING AND STEAMING FORWARD TANKS. PICKING UP AND BUCKETING TANKS TO DUMP BOXES. PLACED FLUME SAND ON DECK AND AROUND HATCHES WHERE PERSONNEL GET IN/OUT OF TANKS TO KEEP AS MUCH PRODUCTS FROM DECK AS POSSIBLE.

STEAMED CARGO AND DECK PIPING. DROPPED IN #1 PORT TANKS, OPENED AND DRAINED PUMP WELL. LEFT OPEN FOR CHEMIST. BACKWASHED AND PICKED UP REMAINING RESIDUE WHILE BACK WASHING. STEAMED FUEL DECK TANK AFTER DISMANTLING FROM POWER UNIT. WASHED MUD AND SILT FROM FORWARD AND AFTER RAKES. PICKED UP APPROXIMATELY 48 BBLS OF RUST AND SLUDGE WAX FROM 10 CARGO TANKS.

- 563 MAN HRS @ \$20.00 PER MAN HR.....\$11,126.00
- 2. 3 HRS COMPETENT PERSON CHECKING VESSEL @
- 3. OPENED VESSEL FOR CHEMIST; CONNECTED AIR HOSE TO BLOW PIPE LINES AND ASSIST WITH CHEMIST INSPECTION STARTING AT 7:00 A.M. 3 MAN HRS @ \$20.00 PER MAN HR 60.00

4.	EQUIPMENT, MATERIALS, AND SUPPLIES;	
	A) DIESEL FUEL FOR BOILERS, COMPRESSOR, AND	
	DOCK PUMP. 1872 GALLONS @ \$.73 PER GAL	1,367.00
	B) 40 GALLONS VERMILLION RIP @ \$7.23 PER GAL	329.00
	C) 7 PAIR RUBBER GLOVES @ \$2.40 PER PAIR	17.00
	D) 2 FLASH LIGHTS @ \$7.80 EACH	16.00
	E) 12 FLASHLIGHT BATTERIES @ \$1.00 EACH	12.00
	F) 2 BOTTLES IVORY LIQUID SOAP \$2.50 EACH	5.00
	G) 15 OIL SOAK PAD @ \$.60 EACH	9.00
	H) CRANE AND WINCH TRUCK; REMOVING DUMP BOXES	
	DECK TO DOUBLE SKIN SLUDGE CONTAINMENTS	
	5 HRS @ \$30.00 PER HR	150.00
	I) 6 SACKS SLACK LIME, 3 SACKS OF NITROGEN, AND	
	1 YARD OF FLUME SAND FOR MIXING WITH SLUDGE	
	TO STIFFEN	96.00
	J) PRESSURE WASHED AND CLEANED HATCHES AND DECK	
	K) TOTAL SUPPLIES AND EQUIPMENT ITEM #4 A-K	
	\$2001.00 + 15%	300.00
5.	TOTAL INVOICE AMOUNT DUE\$	13,616.00

Work Order Work Order No DATE BILLED\_ JNYOICE NO\_ WORK TO BE DONE:

P.O. NOX 3002 HANGEST, TEC. OF TEXAS P.O. NOX 3002 HANGEST, TEXAS 77704 (409)632-6409 (409)886-4223

W.0.

MARINE CHEMIST CERTIFICATA **SERIAL NO. G** 57841

1381 K.L. MENER 577 PHIL WEIGHER 675 SBA / LEEVAC 47CO 3007 BOW RAKE 0612 20.84 O OF FOR WORKERS FIRMWARCH AND CHARLED FRANKE RAQUEED. WING VOID SAFE FOR WORKING SAFE FOR HOTWORK -PRINCIPEL 46 TWORK LIMITED ARGO THANKS? No. 1-2-3-2/-AFT TOR (NORWORL) 06 Les, 2018 % Os, Oppm H25, 2 Q.5 ppm Bulzer . IZppm MA. THO (ATE TOR HOTUBER STERN BAKE-AFF FOR WORKERS FOR HOTWORK AR BO LINES - JAFF FOR HOTWORK - AIR REQUEST BLOWING THOU VAPOR LINE - SAFE FOR HORIVER DECK SIGO TANK - SAFE FOR HORNORK TANK- SAFE TO HOTUBER LOCAL SHIFTING IS PERMI

sely affecting the STANDARD SAFETY DESIGNATIONS assigned to any I work and contact the undersigned Marine Chemist

QUALIFICATIONS: Movement of vessels from original toustion, transfer of ballact, or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or reissue of Certificate for the spaces so affected. All lines, vents, beating coits, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

KERUIRED

STANDARD SAFETY DESIGNATIONS (partial list, persphrased from NFPA 305 Subsections 2-3.1 through 2-3.5, and Subsection 6-3.2)

SAFE FOR WORKERS; Means that in the compartment or space so designated: (a) the oxygen content of the strooghere is at least 19.5 percent by volume; and that, (b) toxic materials in the atmosphere are within permissible concentrations; and that, (c) the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

NOT SAFE FOR WORKERS: Means that in the compartment or space so designated, the requirements of Safe for Workers have not been met.

ENTER WITH RESTRICTIONS: Means that in any compartment or space so designated, entry for work may be made only if conditions of proper protective equipment, clothing, and

SAFE FOR HOT WORK: Means that in the compartment so designated: (a) oxygen content of the atmosphere is at least 19.5 percent by volume, with the exception of inerted spaces or where external hot work is to be performed; and that, (b) the concentration of faminable materials in the atmosphere is below 10 percent of the lower faminable limit, and that, (d) the residues are not capable of producing a higher concentration than permitted by (b) above under existing atmospheric conditions in the presence of fire, and while maintained as directed on the Marine Chemist's Certificate; and further, that, (d) all adjacent spaces containing or having contained flammable or combustible materials have been cleaned sufficiently to prevent the spread of fire, or are satisfactority inerted, or, in the case of fuel tanks or lube oil tanks, or engine room or fire room bilges, have been braited in accordance with the Marine Chemist's requirements.

NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the fiarrmable cryogenic liquid carrier so designated: (s) have been tested by sampling at remote sampling stations, and results indicate the atmosphere tested to be above 19.5 percent oxygen, and less than 10 percent of the lower fiarrmable limit, or (b) are inerted.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 308 Centrol of Gas Hazards on Vessets and have found the condition of each to be in accordance with its assigned designation.

"The undersigned scknowledges receipt of this Certificate under Section 2-8 of NFPA 308 and understands considered and limitations under which it was assed."

FORCED A.R. VANDLATION

This Certificate is based on conditions suisting at the time the inspects of subject to compliance with all qualifications and unitrustrates.

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Q 5-14-96 Pard 1. Wedent Locare Stran

## MARINE CHEMIST CERTIFICATE SERIAL NO. **H**18003

HIEILHAN KSKGELIENES	Hallyn Gea	ELNE	11-18-86
Survey Requested by  Value 14700-3008  Vassel	Vessel Owner or Agent  Solution  Type of Vessel	isole sotton To	Date    LEE - VIII   Specific Location of Vessel
Vessel CAUCKE DI/(3)	Type of Vessel  UKINGEN, OM KGT  Jests Performed UC	ELES! KERWIK	Specific Location of Vessel    Oi 35 A W   Time Survey Completed
Last Three (3) Cargoes	Tests Performed VO	C'S : VISUA)	Time Survey Completed
NOTES: (1) SKON SK			
	und Hir DUKGE		
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HOOK	Drete, and Dex	spuxs !-	
	34/F /Ox 1N-		1771KG -
(3) TEST KE	EU/13: 14) CANGO TA	WKE; 20,8%	cryper, Zriozo
	LEL', N	O GENZENE D	ETTERTIES.
	(6) VOITS; Z	0,880 ORy6EN	TEROYO LEL
		TEUR DETERM	,
*			
Fed. KAKE; NO.1 P/S WING TANK VOI'ds; AND	THE NOIH , D/E 2	SAFE FOU	c WOKKEKS
WING THAT USI'NS! AND	STEN WIN		HOT WORK
		<u> </u>	
No,1; 2; 3; And 4	CANGO TANKS!	2 54FA KOO	e lingkens
NO. ) AND Z 510,			e HOT WOKK
HELTING CO. S. STA.	Maries Miller		
ALLOWE DECK Purco	SELACIS ASSOCIE	- SALA FOR	HIT WAS
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In the event of any physical or atmospheric changes adversely affecting the STANDARD SAFETY DESIGNATIONS assigned to any of the above spaces, or if in any doubt, immediately stop all work and contact the undersigned Marine Chemist.

QUALIFICATIONS: Movement of vessels from original location, transfer of ballast, or manipulation of valves or closure equipment tending to alter conditions in pipe lines, tanks or compartments subject to gas accumulation, unless specifically approved in this Certificate, requires inspection and endorsement or reissue of Certificate for the spaces so affected. All lines, vents, heating coils, valves, and similarly enclosed appurtenances shall be considered "not safe" unless otherwise specifically designated.

STANDARD SAFETY DESIGNATIONS (partial list, paraphrased from NFPA 306 Subsections 2-3.1 through 2-3.5, and Subsection 6-3.2)

SAFE FOR WORKERS: Means that in the compartment or space so designated: (a) the oxygen content of the atmosphere is at least 19.5 percent by volume; and that, (b) toxic materials in the atmosphere are within permissible concentrations; and that, (c) the residues are not capable of producing toxic materials under existing atmospheric conditions while maintained as directed on the Marine Chemist's Certificate.

NOT SAFE FOR WORKERS: Means that in the compartment or space so designated, the requirements of Safe for Workers have not been met.

ENTER WITH RESTRICTIONS: Means that in any compartment or space so designated, entry for work may be made only if conditions of proper protective equipment, clothing, and time are as specified.

SAFE FOR HOT WORK: Means that in the compartment so designated: (a) oxygen content of the atmosphere is at least 19.5 percent by volume, with the exception of inerted spaces or where external hot work is to be performed; and that, (b) the concentration of flammable materials in the atmosphere is below 10 percent of the lower flammable limit; and that, (c) the residues are not capable of producing a higher concentration than permitted by (b) above under existing atmospheric conditions in the presence of fire, and while maintained as directed on the Marine Chemist's Certificate; and further, that, (d) all adjacent spaces containing or having contained flammable or combustible materials have been cleaned sufficiently to prevent the spread of fire, or are satisfactorily inerted, or, in the case of fuel tanks or lube oil tanks, or engine room or fire room bilges, have been treated in accordance with the Marine Chemist's requirements.

NOT SAFE FOR HOT WORK: Means that in the compartment so designated, the requirements of Safe for Hot Work have not been met.

SAFE FOR REPAIR YARD ENTRY: Means that the compartments and spaces of the flammable cryogenic liquid carrier so designated: (a) have been tested by sampling at remote sampling stations, and results indicate the atmosphere tested to be above 19.5 percent oxygen, and less than 10 percent of the lower flammable limit, or (b) are inerted.

CHEMIST'S ENDORSEMENT. This is to certify that I have personally determined that all spaces in the foregoing list are in accordance with NFPA 306 Control of Gas Hazards on Vessels and have found the condition of each to be in accordance with its assigned designation.

The undersigned acknowledges receipt of this Certificate under Section 2-6 of NFPA 306 and inderstands conditions and limitations under which it was issued."

This Certificate is based on conditions existing at the time the inspection herein set forth was completed and is issued subject to compliance with all qualifications and instructions.

NOTE: THIS CERTIFICATE IS VALID ONLY ON MARINE VESSELS

20M-2-88

Printed in U.S.A



P.O. BOX 1386
JENNINGS, LOUISIANA 70546
PHONE (318) 824-1519

TANK BARGE "HTCo-2516" and/or OWNERS, and/or CHARTERS, HIGMAN TOWING COMPANY P.O. BOX 908 ORANGE, TX 77630

INVOICE N	0. 7-1	(99)		
WORK ORD	ED NO	1407		
WORK ORD	EK NU			
DATE	JULY	_0819_	99	
P.O. NO	281	46	*	

ATTN: PRESTON SCHFURD OR RANDY LAUGHLIN

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill: all time contracts are subject, without responsibility on our part, to delay in the case of strike, labor difficulties, fire or causes beyond our control: or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and / or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, wharfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and / or indemnity and / or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

In connection with our Barge Cleaning Operations, S.B.A. is only responsible for the residue or products (B.S. & W.) that can be washed and pumped from the vessel. Any residue that has to be dug out, will be placed in containment or storage area, impounded, and become the property of the Barge or vessel owner, and must be moved from S.B.A. property for disposal within 90 days.

WE INVOICE YOUR ACCOUNT FOR THE CLEANING OF TANKS ON TANK BARGE HTCo-2516.

INVOICE AMOUNT DUE \$ 9,023.00

9,023.00 pur posso

CHECKED BY:

CAROLYN () KILBURN

S.B.A. SHIPYARDS, INC. 9040 CASTEX LDG P.O. BOX 1386 JENNINGS, LA 70546

INVOICE# 7-1(99)
WORK ORDER #1407
DATE: JULY 8, 1999
P/O#28146

BARGE "HTCo-2516" and/or CHARTERS, and/or OWNERS, HIGMAN TOWING COMPANY P.O. BOX 908 ORANGE, TX 77630

ATTN: PRESTION SCHFURD OR RANDY LAUGHLIN

INVOICE FOR COMPLETING CLEANING OF TANKS BARGE HTCo-2516 AS FOLLOWS:

- 1. A) BARGE ARRIVED S.B.A. SHIPYARDS, MERMENTAU RIVER AT APPROXIMATELY 10:00 A.M., MONDAY, JUNE 21, 1999.
  DEPARTED SHIPYARD JUNE 29TH SOME TIME DURING THE NIGHT.
- B) COMPETENT PERSON CHECKING VESSEL EACH WORK DAY BEFORE PERSONNEL ENTERING COMPARTMENTS.
  - 4 MAN HRS @ \$23.00 PER MAN HOUR.....\$ 92.00
- 2. A) WORK PERFORMED BALLASTED AFT RAKE WITH SHORE PUMP, OPENED TANK TRUNKS AND DECK HATCHES, CONNECTED SHARE DOCK PUMP TO BARGE DISCHARGE HEADER. BUTTERWORTHED , #4 PORT CARGO TANK & 5 P/S WITH 120 TO 130# PRESSURE 265 DEGREE TEMPERATURE THROUGH BUTTERWORTH MACHINES. SHIFTED BALLAST FROM AFT RAKE TO FWD RAKE TO BUTTERWORTH #6 P/S CARGO TANKS. PICKED UP AND REMOVED APPROXIMATELY 30, 50 GALLON BBLS OF SLUDGE AND OIL. PRODUCTS REMOVED TO CONTAINMENTS TO BE SOLIDIFIED WITH FLYASH, LIME, AND SOIL, TESTED AND DISPOSED OF AS SOLID WASTE AT B.F.I. WELSH, LA. LANDFILL. TOTAL OF APPROXIMATELY 6.5 SHORT TONS PUMPED BALLAST FROM FWD RAKE. WASHED AND PICKED UP SILT & RUST FROM BOTH RAKE TANKS. PUMPED WATER THAT HAD BEEN LEFT IN BOTH P/S #2 CARGO TANKS. CHEMICALED & CLEANED AREAS OF DECK WHERE WORK PERFORMED. PRODUCTS REMOVED FROM TANKS AFTER BUTTERWORTHING. BUCKETED TO 8 BBLS DUMP BOXES. REMOVED FROM DECK TO DOUBLE SKIN CONTAINMENTS WITH 100 TON CRANE.
- B) 7.5 WORK DAYS, USING 5 EMPLOYEES 8 HOURS PER WORK DAY. 300 MAN HRS @\$21.00 PER MAN HR............... 6,300.00

INVOICE 7-1(99)
DATE: 7-8-99

3. EQUIPMENT, MATERIALS, AND SUPPLIES:
A) 2610 GALLONS OF OFF ROAD DIESEL FOR DOCK & BARGE
PUMPS, BOILERS, AIR COMPRESSORS, CRANE, AND TO MIX WITH
RIP DETERGENT FOR CLEANING@ \$.68 PER GALLON 1,774.80
B) 45 GALLONS OF VERMILLION RIP @ \$8.78 PER GALLON 395.10
C)2 FLASHLIGHTS AND 15 BATTERIES
D)5 PAIRS OF RUBBER GLOVES
E)2 SLICKER SUITS
F)1 YARD OF REJECT SAND/GRAVEL USED ON DECK TO SET
DUMP BOXES ON AND WHERE EMPLOYEES WERE IN AND OUT OF
TANKS
G) 3 HRS CRANE AND OPERATOR REMOVING PRODUCT @
\$40.00 PER HOUR
H)ITEM#3 COST \$2368.00 PLUS 15%
4. TOTAL COST CLEANING HTCO-2516, INVOICE AMT DUE\$9,023.00
5. PRODUCTS REMOVED 6.5 SHORT TONS TO BE MIXED WITH PRODUCTS
FROM HTCo-2515 AND COST OF DISPOSAL AT B.F.I., WILL BE BILLED

WHEN DISPOSED OF. MANIFEST OF DISPOSAL WILL BE FURNISHED.

#### PLEASE DO NOT DUPLICATE THIS ORDER! THIS IS YOUR CONFIRMING COPY OF OUR PURCHASE ORDER.



#### Purchase Order No. 28146

This Order Number Must Appear on All Copies of Your Invoice.

# HIGMAN BARGE LINES, INC.

POST OFFICE BOX 908 · ORANGE, TEXAS 77631-0908

#### **PURCHASE ORDER**

29-Jun-99

REQ#:

52776

AFE#: 101992516

г т —	SBA Ship	oyard, Inc.		S H HTC Warehou I P Jackson Stree		
0 —	Jennings		LA 70546-	T Orange, TX 77		
USE:_	HTCO-25		O L			
ITEM	QUANTITY ORDERED	QUANTITY RECEIVED	DESCRIP	TION	UNIT PRICE	EXTENDED PRICE
1	1		Gas free 5 tanks	3430		
2	1		Strip off water	3430	.51	
3	1		Wash stern void	3430		
4			COST IS ESTIMATED			
					TOTAL:	

REC. BY:

1.	V	=N	DC	)R -	W	hite	
22						_	_

5. ADMINISTRATION - Gold

HIGMAN BARGE LINES, INC.

ORIGINATOR:

PURCHASING:

DATE:

ACCOUNTING - Green
 PURCHASING - Canary

<sup>4.</sup> RECEIVING - Pink



P.O. BOX 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

TANK BARGE "HTCO-2515" and/or OWNERS, and/or CHARTERS, HIGMAN MARINE SERVICES P.O. BOX 908 ORANGE, TX 77630

INVOICE NO. 7-1(99)
WORK ORDER NO. 1408
DATE JULY 2019, 99
P.O. NO

**RED LETTER CLAUSE** 

We contract only upon the following terms, applicable to every contract. If the case of a vessel we have a lien upon the vessel for our bill: all time contracts are subject, without responsibility on our part, to delay in the case of strike, labor difficulties, fire or causes beyond our control: or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and / or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, wharfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and / or indemnity and / or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofa; as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

In connection with our Barge Cleaning Operations, S.B.A. is only responsible for the residue or products (B.S. & W.) that can be washed and pumped from the vessel. Any residue that has to be dug out, will be placed in containment or storage area, impounded, and become the property of the Barge or vessel owner, and must be moved from S.B.A. property for disposal within 90 days.

WE INVOICE YOUR ACCOUNT FOR THE CLEANING OF TANKS ON TANK BARGE HTCo-2515.

INVOICE AMOUNT DUE \$19,754.41

CHECKED BY:

CAROLYN L. KILBURN

S.B.A. SHIPYARDS, INC. 9040 CASTEX LDG. P.O. BOX 1386 JENNINGS, LA 70546

> INV# 7-1(99) W/O# 1408 JULY 20, 1999 P/O 28145

TANK BARGE "HTCo-2515" and/or CHARTERS, and/or OWNERS, HIGMAN MARINE SERVICES P.O. BOX 908 ORANGE, TX 77630

ATTN: RANDY LAUGHLIN OR PRESTON SCHFURD

WE INVOICE YOUR ACCOUNT FOR CLEANING OF 12 CARGO TANKS, FORWARD AND AFTER RAKE. OPEN AND WASH CARGO FILL AND DISCHARGE HEADERS, REWASHED AND PICKED UP #1 STB CARGO TANK AS FOLLOWS;

- 1. A) BARGE ARRIVED, S.B.A. SHIPYARDS, INC., MERMENTAU RIVER, APPROXIMATELY 10 a.m. on Monday, June 21, 1999. AS REQUESTED, COMPLETED CLEANING "HTCo-2516", ON JUNE 29, 1999, SHIFTED "HTCo-2515" TO CLEANING DOCK ON JUNE 29, 1999 AND COMPLETED JULY 14, 1999 AT APPROXIMATELY 5 p.m.
- B) COMPETENT PERSON CHECKING VESSEL EACH WORK DAY BEFORE PERSONNEL ENTERING TANKS.
  - 9 MAN HRS @ \$23.00 PER MAN HR.....\$ 207.00
- 2. A) BALLASTED #6 P/S CARGO TANKS, CONNECTED SHORE PUMP TO BARGE CARGO DISCHARGE HEADER. BUTTERWORTHED #1,2,3,4,& 5 P/S CARGO TANKS WITH 125# PRESSURE @ 260 DEGREES TEMPERATURE TILL DISCHARGE FROM PUMPS CLEARED. BALLASTED FWD RAKE, PUMPED #6 CARGO TANKS AND BUTTER-WORTHED. SCRAPPED, PICKED UP AND BUCKETED TO 8 BBL DUMP BOXES. PLACED WITH CRANE ON DECK, AND REMOVED FROM DECK TO DOUBLE SKIN CONTAINMENT, FOR SOLIDIFICATION WITH FLY ASH, LIME, AND SOIL. TO BE TESTED AND DISPOSED OF AT B.F.I. LANDFILL, WELSH, LA., AS SOLID WASTE. PICKED UP AND WASHED FROM 12 CARGO TANKS APPROXIMATELY 18 SHORT TONS OF PRODUCT TO BE DISPOSED OF WITH APPROX-IMATELY 6.5 SHORT TONS OF PRODUCT FROM HTCo-2516. PUMPED WATER BALLAST FROM FWD RAKE, PICKED UP AND WASHED STERN RAKE. CHEMICAL AND CLEANED AREAS OF DECK AND PIPELINE, AND HATCHES WHERE PERSONNEL WERE IN AND OUT OF TANKS AND WASHED DECK FUEL TANKS.

3. EQUIPMENT, MATERIALS, AND SUPPLIES;	
A) 3,480 GALLONS OF OFF ROAD DIESEL, FOR BARGE &	
DOCK PUMPS, BOILERS, CRANE, AIR COMPRESSOR AND USED	
TO MIX VERMILLION RIP DETERGENT FOR CLEANING AND	
BUTTERWORTHING THROUGH SELLAR INJECTORS WITH STEAM	
@ \$.68 PER GALLON	2.366.40
B) VERMILLION RIP DETERGENT 82 GALLONS @ \$8.78	2,000110
PER GALLON	719.96
C) (2) FLASHLIGHTS AND BATTERIES	
D) (6) PAIR OF RUBBER AND COTTON GLOVES	
E) (2) SLICKER SUITS	
F) 1.5 YARD OF PEA GRAVEL AND SAND TO PROTECT DECK	20.00
WHERE BOXES AND PERSONNEL ENTER/EXIT OUT OF TANKS	18 00
G) ITEM #3 COST \$3,180.36 X 15%	
G/IIEM #5 COSI \$5,180.56 A 158	4//.05
4. CRANE AND OPERATOR 14 HRS REMOVING, DUMPING,	
AND PLACING DUMP BOXES FROM BARGE TO CONTAINMENTS @	
	E60 00
\$40.00 PER HR	
TOTAL COST OF CLEANING HTCo-2515\$1	19,/34.41



### S. B. A. SHIPYARDS, INC.

P.O. BOX 1386

JENNINGS, LOUISIANA 70546

PHONE (318) 824-1519

TANK BARGE "HTCo-2516" and/or OWNERS, and/or CHARTERS, HIGMAN MARINE SERVICES P.O. Box 908 Orange, TX 77630

Attn: Preton Schfurd

INVOICE NO.	0-1(99	<i>)</i>	A LONI OF	
WORK ORDER	R NO. disp	osal/	prep	
DATE_Aug	ust 5,	19	99	
P.O. NO	28146			

RED LETTER CLAUSE

We contract only upon the following terms, applicable to every contract: in the case of a vessel we have a lien upon the vessel for our bill: all time contracts are subject, without responsibility on our part, to delay in the case of strike, labor difficulties, fire or causes beyond our control: or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and / or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, wharfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and / or indemnity and / or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

In connection with our Barge Cleaning Operations, S.B.A. is only responsible for the residue or products (B.S. & W.) that can be washed and pumped from the vessel. Any residue that has to be dug out, will be placed in containment or storage area, impounded, and become the property of the Barge or vessel owner, and must be moved from S.B.A. property for disposal within 90 days.

We invoice your account for SBA Shipyards, Inc., W/O#1407A for the Solidification and disposal of products from the HTCo-2516, at B.F.I. Landfill as Soild Waste at landfill site in Welsh, LA. Estimated Cost of supplies to solidfy consisting of Quick lime, Flyash, and sawdust plus labor and crane use to mix and load.

Invoice amount due \$760.00

Checked by



### S. B. A. SHIPYARDS, INC.

P.O. BOX 1386
JENNINGS, LOUISIANA 70546
PHONE (318) 824-1519

TANK BARGE "HTCo-S2019" and/or OWNERS, and/or CHARTERS, HIGMAN MARINE SERVICES P.O. BOX 908 ORANGE, TX 77630

INVOICE NO	<del>)-1(99)</del>	
WORK ORDER NO	<u>1</u> 409	
DATEGER	<del>T 14<sup>8</sup>, 99</del>	
OEF		
P.O. NO.	28700	

#### **RED LETTER CLAUSE**

We contract only upon the chowing terms, applicable to every contract in the case of a vessel we have a lien upon the vessel for our bill: all time contracts are subject, without responsibility on our part, to delay in the case of strike, labor difficulties, fire or causes beyond our control: or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and / or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, wharfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, churterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and / or indemnity and / or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

In connection with our Barge Cleaning Operations, S.B.A. is only responsible for the residue or products (B.S. & W.) that can be washed and pumped from the vessel. Any residue that has to be dug out, will be placed in containment or storage area, impounded, and become the property of the Barge or vessel owner, and must be moved from S.B.A. property for disposal within 90 days.

WE INVOICE YOUR ACCOUNT FOR THE CLEANING TANK BARGE HTCO-S2019.

INVOICE AMOUNT DUE \$8,518.00

CHECKED BY:

CAROLYN L. KILBURN

S.B.A. SHIPYARDS, INC. P.O. BOX 1386 9040 CASTEX LDG. JENNINGS, LA 70546

> INVOICE #9-1(99) W/O # 1409 Sept. 14, 1999 P/O # 28700

BARGE "HTCo-S2019" and/or OWNERS, and/or CHARTERS, HIGMAN BARGE LINES INC., P.O. BOX 908 ORANGE, TEXAS 77630

ATTENTION: RANDY LAUGHLIN

- 1. A) INVOICE FOR CLEANING AND GAS FREEING #1 TANKS P/S
  AND #5 CARGO TANK P/S CLEANING BOW RAKE TANK OF OIL
  RESIDUE AND STERN RAKE OF RUST, MUD & GREASE AS REQUIRED
  BY MARINE CHEMIST. DUE TO SPLIT ON CENTERLINE BHD #1
  STB TANK, HAD TO RE-BALLAST BARGE TO BUTTERWORTH AGAIN.
  PICK UP AND RINSE #1 P/S TANKS, CHEMICAL AND PRESSURE
  WASH BOW RAKE. REMOVE FUEL AND WASH, DECK FUEL TANK,
  WASH AND DROP. PUMP WELL AND INTERNAL PIPELINES DUE TO
  SPLIT IN 1 1/2" PIPE AT INTERNAL PIPING, PIPE SPLIT AND
  LEAKING AHEAD OF POWER UNIT ON DECK AND AT CARGO SUCTION.
  CHEMICAL AND PRESSURE WASHED PIPE LINES AND AREAS OF DECK
  WHERE PERSONNEL TRACKED IN AND OUT OF TANKS. REMOVED
  APPROXIMATELY 28 BBLS OF PRODUCTS PICKED UP AFTER BUTTERWORTH AND RINSING CARGO TANK AND RAKES.
- B) LABOR TO PERFORM ITEM #1 290 MAN HRS @ \$21.00 PER MAN HR......\$6,090.00
- 2. COMPETENT PERSON CHECKING VESSELS EACH WORK DAY. BEFORE PERSONNEL ENTERING TANKS OR COMPARTMENTS AND AS REQUESTED.

PAGE 2

SEPT 14, 1999 INV# 9-1(99)

### 3. EQUIPMENT MATERIALS AND SUPPLIES

A) 2100 GAL OFF ROAD DIESEL FOR DOCK AND BARGE PUMPS
BOILERS, AIR COMPRESSOR, CRANE, AND TO MIX WITH RIP
DETERGENT FOR CLEANING @ \$.68 PER GALLON 1,428.00
B) 56 GAL OF VERMILLION RIP @ \$8.78 PER GALLON 492.00
C) 16 FLASHLIGHT BATTERIES 29.00
D) 3 PAIR RUBBER GLOVES
E) 1 YARD SAND & PEA GRAVEL USED ON DECK WHERE
EMPLOYEES IN & OUT OF TANK AND TO PLACE AROUND
DECK BOXES
F) 2 HRS CRANE TIME @ \$40.00 PER HR
G) ITEM 3 COST \$2,051.00 PLUS 15%
4. COST OF CLEANING HTCo-2019"; INVOICE AMT DUE\$8,518.00

Nº 1409 SBA SHIPYARDS, INC.
Work Order DA 100
Nº 140 9 SBA SHIPTARDS, INC.  PODE 100 Work Order No. 1409  Work Order No. 1409
PREPARED RY COLLAND CO
NAME OF VESSEL OR EQUIPMENT: Tarle Baygo HTD. 2019 - and VOL
arrivar and or Chartery Heginau Bargelines For
OWNER:CUST. ORDER NO
DATE STARTED STATE OMPLETED DATE COMPLETED
DATE BILLEDINVOICE NO
WORK TO BE DONE:  Lampt. Promy Checking Destel. Eachwork day.  Leatel Completed
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Reactor. Bopait March to - Buttonwall, Scripe
and Prich exp. and. rerunal #.5 P/S-
Casigo landes. Sofe For Men. Sofe For Fire
3 Dayed Bayer to Batter worth, Pril up with
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4. Clack # 5 Cargo. Post tank of butteresportleng-
. O. 1/2 Paper Frant of Currie - to See up Polarilied
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Apen and remove first From dede Free touts-
Chemical & wash-, league bries-duconnected.
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YARD DIST.: R.B. Donald Lopez Neal R. Smaihall Other:



### S. B. A. SHIPYARDS, INC.

P.O. BOX 1386
JENNINGS, LOUISIANA 70546
PHONE (318) 824-1519

TANK BARGE "HTCo-2515"

and/or OWNERS, and/or CHARTERS, HIGMAN MARINE SERVICES P.O. BOX 908 ORANGE, TX 77630

INVOICE NO.	9-2	(99)		
		408a/	1407a	
WORK ORDER	NO	<del></del>	<del></del>	
DATE		19		
	SEPT	16,	99	
P.O. NO				

**RED LETTER CLAUSE** 

We contract any upon the delivering strang applicable on every positive in the pase of the vessel we have a lien upon the vessel for our bill: all time contracts are subject, without responsibility on our part, to delay in the case of strike, labor difficulties, fire or causes beyond our control: or liability in case of defective workmanship or material is limited strictly to the proper replacement thereof. In respect of loss and / or damage to the vessel, we will not be responsible unless reported in writing within sixty days of delivery. This is in lieu of all other warranty.

Furthermore, we undertake to perform work on vessels and provide berth, wharfage, towage and other services and facilities only upon condition that we shall not be liable in respect to any one vessel, directly or indirectly in contract, tort or otherwise, to its owners, charterers or underwriters for any injury to such vessel, its cargo, equipment or movable stores, or for any consequences thereof, unless such injury is caused by our negligence or the negligence of our employees and in no event shall our aggregate liability to all such parties in interest for damage sustained by them, as a result of such injury, exceed the sum of \$300,000.00.

"In connection with the accident and / or indemnity and / or insurance clauses, if any, contained in your specifications relating to liability for personal injuries, please note that we do not agree to same, insofar as they undertake to impose any liability or any obligations to take out or maintain insurance beyond the liabilities or the obligations to insure imposed upon us by law."

In connection with our Barge Cleaning Operations, S.B.A. is only responsible for the residue or products (B.S. & W.) that can be washed and pumped from the vessel. Any residue that has to be dug out, will be placed in containment or storage area, impounded, and become the property of the Barge or vessel owner, and must be moved from S.B.A. property for disposal within 90 days.

WE INVOICE YOUR ACCOUNT FOR THE DISPOSAL OF PRODUCTS FROM "HTCo-2515" AND THE HTCo-2516.

INVOICE AMOUNT DUE \$2,037.00

CHECKED BY:

CAROLYN L! KILBURN

S.B.A. SHIPYARDS, INC. P.O. BOX 1386 9040 CASTEX LDG. JENNINGS, LA 70546

> INV#9-2(99) W/01407a/1408a Sept 15, 1999

Tank Barge "HTCo-2515" and/or OWNERS, and/or CHARTERS, HIGMAN MARINE SERVICES P.O. BOX 908 ORANGE, TX 77630

ATTENTION: RANDY LAUGHLIN

WE INVOICE YOUR ACCOUNT FOR THE DISPOSAL OF PRODUCTS REMOVED FROM "HTCo-2515" AND "HTCo-2516". SOLIDIFIED WITH QUICK LIME, FLYASH, AND TOP SOIL FOR DISPOSAL AT B.F.I. LANDFILL WELSH, LA; USING B.F.I. HAULING AND DISPOSAL. COPIES OF MANIFEST ATTACHED APPROXIMATELY 26 TONS OF PRODUCTS, PLUS 10 TONS OF FLYASH LIME AND TOP SOIL. 36 TONS @ \$54.00 PER TON. B.F.I. HAULING AND DISPOSAL COST......\$1,944.00

SBA'S COST MIXING TO SOLIDIFY AND LOADING B.F.I. DUMPSTER	
33 MAN HRS @ \$21.00 PER MAN HR	693.00
4 HRS CRANE & OPERATOR @ \$40.00 PER MAN HR	160.00
LESS PAYMENT FOR INVOICE 8-1(99)REF CK#11619	[760.00]
TOTAL DISPOSAL COST AND INVOICE AMOUNT DUE\$2	,037.00

BFI MANIFEST ATTACHED

### S.B.A. CHIPYARDS, INC. 9040 Castex Ldg. P.O. Box 1386 Jennings, LA 70546

Invoice#5-1(00) W/O #1420 May 15, 2000

Tank Barge "HTCo-3006" and/or OWNERS, and/or CHARTERS, HIGMAN MARINE P.O. Box 908 Orange, TX 77630

Attn: Randy Laughlin

We invoice your account for the gas freeing of the tank barge "HTCo-3006", as it	follows;
1. Shifted vessel from river; LeeVac north dock to SBA Shipyard's slip and clear at the south slip, then secured to dock at plant.	ning plant
"Audrey F" and Crew\$	120.00
2. Competent Person checking vessel each work day prior to personnel entry into cargo tanks. (Owner advised that vessel had been gas free a year or so	
ago) 3 hrs @ \$24.00 per man hr	72.00
3. Connect yard equipment; pumps, etc. Open deck hatches and air draft cargo banks. Remove equipment after cleaning completed. 9 hrs @ \$22.00 per hr	198.00
4. Scrape clean internal walls, floors, of product and rust. Bucket products to deck to 9 bbl dump boxes. Remove and replace boxes when full with crane to solid waste double skinned containment's. For disposal as solid waste	
at BFI.	
at BFI. 185 man hrs @ \$22.00 per man hr	,270.00
185 man hrs @ \$22.00 per man hr	
185 man hrs @ \$22.00 per man hr	176.00
185 man hrs @ \$22.00 per man hr	176.00
185 man hrs @ \$22.00 per man hr	176.00
185 man hrs @ \$22.00 per man hr	176.00 1,836.00 483.00 98.40
185 man hrs @ \$22.00 per man hr	176.00 1,836.00 483.00
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185 man hrs @ \$22.00 per man hr	176.00 4,836.00 483.00 98.40 3.00 150.00 110.16

# WORK Onder. # 1420

5-2-2000 - 24. MHzer - amf-Cost-216/00 5.3. - 4. L Raiyout. -> 35/50 5-4- 27. 2 Cost. ant - 243/00 5.5. 2.00 - 36. MHer - Cos - 319/50 - zost 00 25. \* - 384 100 - 32. - -5-8- 2000 - 384/00 5.9.-200 - 32. - -# 15860 - Labocost (180 x 2500 - 4,500 00) 1586.00 100 70

The Sound - Fred For air Compressor - 200 gets - 400. gale deepel - @.

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On. Wed- and remorns to Contained.

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Products - 12.55 gch chairs - @. 8. Aught - 540. gottom. X 8 \* Progal. 4320 \* = 2.16 tow.

duspool. 2.16 tow @ 65. Auton - 140 40

### ENCLOSURE B

### SBA SHIPYARD SUPERFUND SITE JENNINGS, JEFFERSON DAVIS PARISH, LOUISIANA GENERAL NOTICE LETTER

### SMALL BUSINESS RESOURCES FACT SHEET

### INFORMATIONSHEET

### U. S. EPA Small Business Resources

f you own a small business, the United States Environmental Protection Agency (EPA) offers a variety of compliance assistance and tools to assist you in complying with federal and state environmental laws. These resources can help you understand your environmental obligations, improve compliance and find cost-effective ways to comply through the use of pollution prevention and other innovative technologies.

### Hotlines, Helplines and Clearinghouses

EPA sponsors approximately 89 free hotlines and clearinghouses that provide convenient assistance regarding environmental requirements

The National Environmental Compliance Assistance Clearinghouse provides quick access to compliance assistance tools, contacts, and planned activities from the U.S. EPA, states, and other compliance assistance providers www.epa.gov/clearinghouse

Pollution Prevention Clearinghouse www epa gov/opptintr/library/ppicindex htm

EPA's Small Business Ombudsman Hotline provides regulatory and technical assistance information (800) 368-5888

Emergency Planning and Community Right-To-Know Act (800) 424-9346

National Response Center (to report oil and hazardoùs substance spills) (800) 424-8802

Toxics Substances and Asbestos Information (202) 554-1404

Safe Drinking Water (800) 426-4791

Stratospheric Ozone Refrigerants Information (800) 296-1996

Clean Air Technology Center (919) 541-0800

Wetlands Helpline (800) 832-7828

### **EPA** Websites

EPA has several Internet sites that provide useful compliance assistance information and materials for small businesses. If you don't have access to the Internet at your business, many public libraries provide access to the Internet at minimal or no cost.

EPA's Home Page www epa gov

Small Business Assistance Program www epa gov/ttn/sbap

Compliance Assistance Home Page www epa gov/compliance/assistance

Office of Enforcement and Compliance Assurance www epa gov/compliance

Small Business Ombudsman www.epa.gov/sbo

Innovative Programs for Environmental Performance www epa gov/partners

Office of Enforcement and Compliance Assurance: http://www.epa.gov/compliance



### **Compliance Assistance Centers**

In partnership with industry, universities, and other federal and state agencies, EPA has established Compliance Assistance Centers (Centers) that provide information targeted to industries with many small businesses. All Centers can be accessed at http://www.assistancecenters.net

Metal Finishing

(1-800-AT-NMFRC or www nmfrc org)

Printing

(1-888-USPNEAC or www pneac org)

Automotive Service and Repair

(1-888-GRN-LINK or www ccar-greenlink org)

Agriculture

(1-888-663-2155 or www epa gov/agriculture)

**Printed Wiring Board Manufacturing** 

(1-734-995-4911 or www pwbrc org)

Chemical Industry

(1-800-672-6048 or www.chemalliance.org)

Transportation Industry

(1-888-459-0656 or www transource org)

Paints and Coatings

(1-800-286-6372 or www paintcenter org)

Construction Industry

(www cicacenter org)

**Automotive Recycling Industry** 

(www ecarcenter org)

US / Mexico Border Environmental Issues

(www bordercenter org)

### State Agencies

Many state agencies have established compliance assistance programs that provide on-site and other types of assistance Contact your local state environmental agency for more information or call EPA's Small Business Ombudsman at (800)-368-5888 or visit the Small Business Environmental Homepage at http://www.smallbizenviroweb.org

### Compliance Incentives

EPA provides incentives for environmental compliance. By participating in compliance assistance programs or voluntarily disclosing and promptly correcting violations before an enforcement action has been initiated, businesses may be eligible for penalty waivers or reductions EPA has two policies that potentially apply to small businesses. The Small Business Policy (http://

www epa gov/compliance/incentives/smallbusiness) and Audit Policy (http://www.epa.gov/compliance/incentives/auditing)

### Commenting on Federal Enforcement Actions and Compliance Activities

The Small Business Regulatory Enforcement Fairness Act (SBREFA) established an ombudsman ("SBREFA Ombudsman") and 10 Regional Fairness Boards to receive comments from small businesses about federal agency enforcement actions. The SBREFA Ombudsman will annually rate each agency's responsiveness to small businesses. If you believe that you fall within the Small Business Administration's definition of a small business (based on your North American Industry Classification System (NAICS) designation, number of employees or annual receipts, defined at 13 C F R 121 201, in most cases, this means a business with 500 or fewer employees), and wish to comment on federal enforcement and compliance activities, call the SBREFA Ombudsman's toll-free number at 1-888-REG-FAIR (1-888-734-3247)

Every small business that is the subject of an enforcement or compliance action is entitled to comment on the Agency's actions without fear of retaliation EPA employees are prohibited from using enforcement or any other means of retaliation against any member of the regulated community because the regulated community previously commented on its activities

### **Your Duty to Comply**

If you receive compliance assistance or submit comments to the SBREFA Ombudsman or Regional Fairness Boards, you still have the duty to comply with the law, including providing timely responses to EPA information requests, administrative or civil complaints, other enforcement actions or communications. The assistance information and comment processes do not give you any new rights or defenses in any enforcement action. These processes also do not affect EPA's obligation to protect public health or the environment under any of the environmental statutes it enforces, including the right to take emergency remedial or emergency response actions when appropriate Those decisions will be based on the facts in each situation. The SBREFA Ombudsman and Fairness Boards do not participate in resolving EPA's enforcement actions. Also, remember that to preserve your rights, you need to comply with all rules governing the enforcement process

EPA is disseminating this information to you without making a determination that your business or organization is a small business as defined by Section 222 of the Small Business Regulatory Enforcement Fairness Act (SBREFA) or related provisions.

### **ENCLOSURE C**

## SBA SHIPYARD SUPERFUND SITE JENNINGS, JEFFERSON DAVIS PARISH, LOUISIANA PARTIES RECEIVING GENERAL NOTICE LETTER

Allied Towing
c/o Allied Towing Service LLC
Francis J Lobrano
Registered Agent for Allied Towing Service LLC
147 Keating Dr
Belle Chasse, Louisiana 70037

Allied Towing c/o Allied Towing Service LLC 12608 Hwy 23 Belle Chase, Louisiana 70037

Koppers Company Inc c/o Beazer East Inc Jıll M. Blundon Registered Agent for Beazer East Inc. 436 Seventh Ave. Pittsburgh, Pennsylvania 15219

> Koppers Company Inc. c/o Beazer East Inc. 99 Wood Ave South Iselin, New Jersey 08830

1

Koppers Company Inc. c/o Beazer East, Inc 1910 Cochran Rd., Suite 200 Pittsburgh, Pennsylvania 15220

Higman Marine Service c/o Higman Services Corporation CT Corporation System Registered Agent for Higman Services Corporation 5615 Corporate Blvd., Suite 400B Baton Rouge, Louisiana 70808

Higman Marine Service c/o Higman Services Corporation Attn Legal Department 1980 Post Oak Blvd, Suite 1101 Houston, Texas 77056

Ingram Barge Co CT Corporation System Registered Agent for Ingram Barge Co. 5615 Corporate Blvd., Suite 400B Baton Rouge, Louisiana 70808 Ingram Barge Co. 4400 Harding Road Nashville, Tennessee 37205

Hall-Buck Marine c/o Kinder Morgan Bulk Terminals Inc CT Corporation System Registered Agent for Kinder Morgan Bulk Terminals Inc 5615 Corporate Blvd, Suite 40B Baton Rouge, Louisiana 70808

Hall-Buck Marine c/o Kinder Morgan Bulk Terminals Inc Attn Legal Department 7116 Hwy 22 Sorrento, Louisiana 70778

Hollywood Marine Inc., c/o Kirby Inland Marine, LP Registered Agent d/b/a CSC-Lawyers Incorporating Service Company 211 E. 7th Street, Suite 620 Austin, Texas 78701-3136

Hollywood Marine Inc c/o Kirby Inland Marine LP Corporation Service Co. Registered Agent for Kirby Inland Marine LP 320 Somerulos St. Baton Rouge, Louisiana 70802-6129

> Hollywood Marine Inc c/o Kirby Inland Marine LP Attn: Legal Department 55 Waugh Dr, Suite 1000 Houston, Texas 77007

Steuart Transportation Company Registered Agent National Registered Agents, Inc , of MD 351 W Canden Street Baltimore, Maryland 21201

Steuart Transportation Company 5454 Wisconsin Avenue, Suite 1600 Chevy Chase, Maryland 20815 Sabine Towing c/o Sabine Towing & Transportation Co Inc CT Corporation System
Registered Agent for Sabine Towing & Transportion Co Inc
5615 Corporate Blvd Suite 400B
Baton Rouge, Louisiana 70808

Sabine Towing & Transportation Co. Inc c/o Sequa Corporation Attn. Legal Department 300 Blaisdell Rd Orangeburg, New York 10962

Sun Oil Company c/o Sunoco, Inc Coiporation Service Company Registered Agent for Sunoco, Inc. 1703 Laurel Street Columbia, SC 29201

> Sun Oil Company c/o Sunoco, Inc 1735 Market Street, Suite LL Philadelphia, Pennsylvania 19103

Sun Oil Company c/o Sunoco, Inc Kevin Dunleavy, Chief Counsel Law Department, 1735 Market Street, Suite LL Philadelphia, PA 19103 Sun Terminals of Louisiana c/o Sunoco, Inc Corporation Service Company Registered Agent for Sunoco, Inc. 1703 Laurel Street Columbia, SC 29201

> Sun Terminals of Louisiana c/o Sunoco, Inc. 1735 Market Street, Suite LL Philadelphia, Pennsylvania 19103

Sun Terminals of Louisiana c/o Sunoco, Inc. Kevin Dunleavy, Chief Counsel Law Department 1735 Market Street, Suite LL Philadelphia, PA 19103

State of Louisiana
Department of Transportation &
Development (DOTD)
P.O Box 94245
Baton Rouge, Louisiana 70802

State of Louisiana
Department of Transportation &
Development (DOTD)
Brandon Brown, General Counsel
P O Box 94245
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State of Louisiana
Department of Transportation &
Development (DOTD)
Kevin Reed, Ferry Systems Engineer
P.O. Box 94245
Baton Rouge, Louisiana 70802